	Case 2:23-bk-14539-VZ Doc 12 Filed 07 Main Document	/26/23 En Page 1 d		Desc
1 2 3 4 5 6 7 8	DAVID B. GOLUBCHIK (SBN 185520) ANTHONY A. FRIEDMAN (SBN 201955) JOHN-PATRICK M. FRITZ (SBN 245240) LEVENE, NEALE, BENDER, YOO & GOLUBO 2818 La Cienega Avenue Los Angeles, CA 90034 Telephone: (310) 229-1234 Fax: (310) 229-1244 Email: dbg@lnbyg.com, aaf@lnbyg.com, jpf@ln Proposed Attorneys for Chapter 11 Debtor and Do	byg.com ebtor in Poss NKRUPTCY I OF CALI	ession Y COURT FORNIA	
10	LOS ANGELE	1		
11	In re:	Case No.:	2:23-bk-14539-VZ	
12	WORKSITE LABS, INC.,	Chapter 1	1 Case	
13	Debtor and Debtor in Possession.	[Subchapt	er V]	
14		OMNIBU GARY F	US DECLARATION FRAZIER IN SUPPORT	OF OF
15			DAY MOTIONS"	O1
15 16		"FIRST I	DAY MOTIONS"	OI
		"FIRST I Hearing: DATE:	July 27, 2023	
16 17 18		"FIRST I Hearing:	July 27, 2023 11:00 a.m. Courtroom 1368 255 East Temple Street	
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I, GARY FRAZIER, hereby declare under penalty of perjury as follows:

1. I am the Chief Executive Officer of Worksite Labs, Inc ("WSL")., and I have held this position since approximately October 2019. I am responsible for the day-to-day management and oversight of the finance functions of the Debtor. My duties comprise of general management across the following areas of responsibility: finance; accounting (oversight of controller function); tax; banking relationship management; management of external auditors and oversight of human resources functions, including employee relations, recruiting, payroll and compliance. I have personal knowledge of the facts set forth in this Declaration and if called as a witness, could and would testify competently with respect thereof. Capitalized terms not otherwise defined have the same meaning provided to such terms in the Motion above.

A. Background.

- 2. WSL is a Delaware corporation. WSL commenced this case by filing a voluntary petition under Chapter 11 of 11 U.S.C. ("Bankruptcy Code") on July 20, 2023. WSL has elected to proceed under the Subchapter election. WSL is managing its affairs as a debtor in possession.
- 3. WSL commenced operations in May 2020 as a decentralized, portable, scalable solution to testing labs that was able to provide results in 24 hours or less. WSL was born out of the inability of the traditional health care system to keep up with the demand for timely results for COVID testing, resulting in people waiting days and weeks for test results, which delayed treatment and increased inefficiencies in the healthcare industry. WSL's rapid turnaround was crucial to the travel and tourism industry during the COVID period as WSL provided services at major airports in the US, the LA County Jails and various schools and community centers. WSL also saw a need to bring testing to underserved communities. As a result, WSL established collection sites with faith based and non-profit organizations in South Los Angeles, Brooklyn and the San Francisco Peninsula.
- 4. WSL currently operates testing centers in California, New York, Nevada and Guam. WSL also operates out of its corporate offices in Long Beach.
 - 5. Since its inception in 2020, WSL has achieved substantial milestones:

- WSL filled a major COVID-19 testing gap, creating vital access to care during a critical moment in the country's history;
- WSL helped keep the \$1 trillion-plus international tourism industry afloat with one-to-one travel testing services;
- WSL supported public and private organizations including schools, airports and airlines with optimized, scalable testing solutions;
- WSL served vulnerable populations with comprehensive health services at our community sites; and
- WSL sent a fully equipped laboratory to Ukraine to provide services for civilians and troops.
- 6. As the world was coming out of the COVID crisis, WSL utilized its experience to expand and enhance its range of services. Specifically, WSL has been transitioning from COVID testing to Post-Pandemic general medical diagnostic services through its earnings generated by the COVID testing
- 7. In order to complete its transition to enhanced and expanded services for its communities, WSL was in the process of obtaining additional financing necessary to achieve its target goals.
- 8. During this process, which was shortly prior to the Petition Date, WSL noticed that the reporting from its third party billing company (Medical Practice partners, LLC ("MMP") was not reconciling to its accounts receivable reporting. Collections from insurance billings were falling rapidly without any explanation from the billing company. In July 2023, WSL learned, for the first time, that although it was generating accounts receivable which were being regularly forwarded to MMP for processing and collection, for some unexplained reason, MMP failed to process close to \$4 million in such receivables. Although an explanation and supporting documents were requested, to date, no such information or explanations were provided to WSL. WSL is investigating its claims against MMP and, upon commencement of this case, sent a "Litigation Hold" letter to MMP. WSL is transitioning to billing in-house.

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9. Mountain Ridge Capital, as the primary lender, provided financing based on receivables being less than 120 days old. As a result of MMP's failures, in addition to reduction in cash on hand, many of the receivables became stale for financing purposes (not stale for collection purposes). Between the reduction in the collateral base for advances from Mountain Ridge and Mountain Ridge's daily sweeps of WSL's accounts, WSL faced a cash flow crunch which impaired its ability to fund operations, including payroll. Additional funding was necessary pending collection of the accounts receivable that were not processed by the billing company. Based on the foregoing challenges, WSL determined that the filing of this case was necessary and proper.

B. Assets and Liabilities.

- 10. By far, WSL's most valuable assets consist of its accounts receivable. In the medical services and billing industry, the face value of accounts receivable have no correlation of the actual value of such receivables. This is based on the fact that actual insurance reimbursements are a fraction of the amount billed. For example, for Covid testing, actual reimbursements are approximately 40% of the amount billed.
- 11. WSL holds accounts receivable on its books of approximately \$15,603,021. However, as discussed above, this amount is not the actual value of the receivables since the amount reimbursed is substantially lower. Based on WSL's experience and past history, it estimates that the current value of its receivables is approximately \$6,241,208. Based on WSL's conservative approach to valuation of its assets, WSL applies a further reduction to this amount based on the possibility (although undermined at this time) that a portion of the receivables will likely be uncollectable as a result of MMP's failures, as discussed above. Based on the foregoing, WSL estimates the current fair market value of its account receivables to be approximately \$5,398,176.
- 12. Of course, the damage caused by MMP to WSL and its business, including the need to commence this case, is substantial and WSL is working to retain litigation counsel to pursue such claims. WSL estimates that the value of such claims is approximately \$5 million.

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13. In addition, WSL has cash, inventory and furnishings, fixtures and equipment which provides additional value for the estate. In summary, WSL estimates that its current asset base and its fair market value is as follows:

Total	\$12,660,851
Claims vs. MMP	\$5,000,000
FF&E	\$1,890,565
Inventory	\$ 372,110
Accounts Receivable	\$5,398,176

- 14. Attached hereto as **Exhibit "A"** is a true and correct copy of the UCC search printout evidencing WSL's two (2) secured creditors:
 - a. AB Lending SPV I LLC dba Mountain Ridge Capital ("MRC") holds a first priority security interest in substantially all assets of the Debtor to secure an obligation of approximately \$1,700,000;
 - b. LendSpark Corporation ("Lendspark") holds a second priority security interest in substantially all assets of the Debtor to secure an obligation of approximately \$1,729,200.
- 15. In addition to the foregoing, as evidenced by the UCC search printout, WSL is a party to numerous equipment leases.
 - 16. Finally, WSL estimates that its unsecured debts total approximately \$2 million.

C. Strategy For Increasing Revenue.

- 17. WSL has analyzed its business operations, financials and financing needs. Based on the foregoing, WSL prepared a cash flow budget for the period through year end 2023 ("Budget"), a true and correct copy of which is attached hereto as **Exhibit "B"**.
- 18. As discussed above, and evidenced by the WSL commenced transition to additional services pre-petition, which involved expansion of operations. These enhanced operations will generate revenue for the benefit of the estate and all creditors.
- 19. For example, WSL has a revenue stream from the "Halo" channel. This channel includes 10,000 teamster union members and their family receiving lab testing from WSL, with a

requirement by the union of at least two (2) tests annually. It is anticipated that the ramp up

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period will commence in September 2023 with substantial revenue going forward in the amount of approximately \$125,000 per week. WSL still needs to expend approximately \$60,000 to complete the build out of its testing facility therein, as projected in the Budget.

20. In addition, WSL is expanding testing operations in Guam, composed of

- 20. In addition, WSL is expanding testing operations in Guam, composed of approximately 200,000 individuals that are currently served by only one laboratory. Although the cost to complete the buildout is approximately \$145,000, WSL projects its revenues to ramp up to approximately \$95,000 per week by year end. This is based on the fact, that WSL is already an "In Network" provided with two (2) insurance companies in Guam and a vendor to one (1) hospital, with expansions continuing.
- 21. WSL is pursuing even more revenue streams for the benefit of all creditors, including the secured creditors herein:
 - a. Continuing the services covered under the California Department of Public
 Health for the grant that has been awarded in the amount of approximately
 \$739,000 to be paid over the next 11 months; and
 - b. Complete construction of a Patient Service Center and opening of the site for collections adjacent to a large Optum multi-specialty clinic in South Orange
 County the estimated costs to do this is \$130,000. This is projected to generate \$924,000 of revenue over the next 20 weeks.
 - c. WSL is also in the midst of discussions with the County of Los Angeles to provide laboratory services using its mobile laboratories on site at the Pitchess Development Center. This is anticipated to be proposed as a \$6 million contract over the next twelve months.

D. Cash Management Motion.

22. While improving business operations, WSL will also be pursuing estate claims and causes of action, including, without limitation, those against the third party biller which WSL values at approximately \$5 million.

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- 23. In summary, WSL has a very profitable business. But for the mishandling of claims by MMP, WSL would not be here today. Notwithstanding this setback, WSL is focused on its operations and enhancing revenue and profitability for the benefit of all constituents
- 24. On the Petition Date, the Debtor maintained four (4) bank accounts at First Republic Bank and one (1) bank account at Bank of Hawaii (the "Accounts"):
 - FRB xx5201
 - FRB xx2928
 - FRB xx5972
 - FRB xx5733
 - BOH xx4416
- 25. The vast majority of the payments, if not all, received by the Debtor are automatic, recurring and electronic payments issued either by 3rd parties or governmental entities into the Accounts. The Debtor investigated the process of closing these Accounts and redirecting payments to post-petition DIP accounts and was advised that the process may take months, during which time deposits will cease. The Debtor simply cannot operate as a going concern without access to its revenue and will have to shut down.
- 26. The Debtor has opened DIP accounts. However, the Debtor respectfully requests authority to keep the foregoing Accounts open solely to receive revenue from third parties. The only disbursements from the Accounts will be transfer of funds to the DIP accounts.
- 27. In addition, the Banks referenced above have advised the Debtor that administrative freezes were placed on the Accounts pending an order or instructions from the Court. Debtor respectfully requests that the Court issue an order releasing the holds on the Accounts to allow the Debtor to operate and meet its obligations during the pendency of this case.

E. DIP Financing and Cash Collateral.

28. As discussed above and in the accompanying projections, WSL requires an inflow of cash in order to meet its short term operational needs, including payroll and completing its buildouts which will generate substantial revenue in a relatively short time period. Based on the fact that approximately \$4 million in billings were not properly processed by the third party biller, the staleness associated with such accounts would impair financing efforts with traditional

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lenders, especially since WSL has secured debt in place at this time. As a result, WSL reached out to its current secured creditors to either negotiate financing or agree to a subordination so that WSL can attract new financing. In addition, WSL reached out to its insiders.

- 29. WSL explored the options of financing on an unsecured basis post-petition and/or junior secured basis. Based on the current structure of operations, and especially the billing crisis faced by WSL, no one was willing to provide financing on any basis other than senior secured basis.
- 30. Based on WSL's efforts, numerous proposals were received by WSL. After further discussions and negotiations, and consideration of the needs of WSL, WSL determined that MRC's term sheet, a true and correct copy of which is attached hereto as **Exhibit "C"**, was the best option for WSL based on available proposals. Following is a summary of the MRC terms:
 - a. The MRC pre-petition secured obligation, in the approximate amount of \$1.7 million, will be rolled up into the \$2.9 million DIP loan;
 - b. Upon financing, the first approximately \$1.7 million of the DIP Loan will be utilized to satisfy MRC's pre-petition secured claim;
 - c. The \$2.9 million DIP Loan will bear interest as follows:
 - The outstanding obligation equal to the satisfaction of the pre-petition secured claim will bear interest at the pre-petition rate, which is approximately 15% per annum;
 - ii. The additional funding (approx. \$1.2 million) will bear interest at 25% per annum;
 - d. The DIP Loan will be a revolver, pursuant to which MRC will sweep all funds on a daily basis and will advance weekly to WSL based on the agreed upon budget.
 - e. Payments will be applied, first, to the pre-petition obligation and, second, to the post-petition obligation.
 - f. The DIP loan will mature 12 months from its inception.

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- g. Upon confirmation of a plan of reorganization, MRC will be entitled to an "exit" fee equal to \$300,000.
- n. The DIP Loan shall be entitled to a first priority security interest and superpriority status, senior to all other claim, but excluding claims and causes of action under 11 U.S.C. §§ 544-551.
- i. MRC has agreed to commence advancing funds to WLS upon execution of the term sheet and entry of the Court's interim order approving the financing, a proposed draft of which is attached hereto as Exhibit "D".
- 31. Under the circumstances of this case, WSL believes that the proposed financing is fair and equitable and will surely benefit all creditors of this estate. As discussed above and evidence from the projections, WSL is behind on its payroll for people without whom WSL would not survive and would have to shut down. Without personnel, accounts cannot be properly processed and collected. In short, without access to funds to ensure that its employees continue to work for the company, this case will become a liquidation with assets to be depleted to pennies on the dollar. On the other hand, with the infusion of much needed financing, WSL would be able to operate as a going concern, preserve and enhance the value of its assets, which would improve the position of the secured creditors.
- 32. Based on the fact that going concern operations will be preserved, as opposed to a liquidation, WSL submits that the secured creditors are adequately protected. In addition, based on WSL's final stages of completion of its expansion to generate substantial additional revenue, the use of funds will further enhance the positions of the secured creditors. Based on the WSL's analysis of its asset base, the equity cushions for all secured creditors, after taking the post-petition financing into consideration, is substantially in excess of 20%. While WSL is hopeful that all secured creditors will voluntarily consent to the proposed financing by the time of the hearing, WSL submits that the approval of the financing even over the objection of a secured creditor is appropriate in this case.

F. Payroll Motion.

- 33. WSL employs approximately 43 employees (not including insiders) to carry out its business operations. Some of the personnel are compensated on a W-2 basis while others are compensated on a 1099 basis. WSL's personnel are primarily paid via a payroll service that WSL contracts with and utilizes Gusto for US employees and Paylocity for Guam employees which provides payroll and human resources services to WSL. In the normal course of its relationship with the payroll processor, WSL transfer to the payroll processes funds necessary for the payment of compensation by the payroll date and remits all withheld amounts and payroll taxes. Unfortunately, based on the issues discussed above, WSL was unable to make the last payroll and the second unpaid payroll is coming up.
- 34. On July 28, 2023, WSL will owe compensation to employees for the prior two payroll periods (6/12/23-6/25/23 and 7/10/23 7/23/2023), which includes a pre-petition portion of June 12-July 19, 2023. The total compensation due to non-insider employees on July 28, 2023, including all payroll taxes, insurance obligations and 401(k) contributions will be approximately \$687,537. A true and correct copy of the payroll schedule showing all amounts required to be paid for the pre-petition and post-petition period is attached hereto as **Exhibit** "E". As evidenced by the attached, no person will receive compensation in excess of the statutory cap provided for in 11 U.S.C. §507.
- 35. WSL seeks court authority to compensate its non-insider personnel to (i) minimize the personal financial hardship that all of its employees will suffer if the compensation not immediately paid/honored since the last payroll was already missed; (ii) avoid the unnecessary delay in the payment of such priority claims, which delay will negatively impact and interfere with the administration of this chapter 11 bankruptcy case; and (iii) avoid the unfair and unintended consequences to the employees of the timing of WSL's bankruptcy filing and to ensure that additional claims do not arise against WSL as a result of its failure to compensate its employees.

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36. Additionally, WSL requires the services of the employees to continue to operate, and would like to ensure that its employees remain incentivized and willing to work for WSL post-petition. It is crucial for WSL to retain at this time the employees to operate its business, particularly during this crucial beginning phase of WSL's bankruptcy case, where additional administrative and other obligations are imposed upon WSL. If WSL does not continue to pay the employees their ordinary and earned compensation and continue to honor employee benefits, the employees will likely quit. Without the employees, WSL's business will be severely impaired, if not eviscerated altogether.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 26TH day of July, 2023, at Los Angeles.

GARY FRAZIER

EXHIBIT "A"

<u>Delaware</u>

Page 1

The First State

CERTIFICATE

SEARCHED JULY 18, 2023 AT 6:16 P.M. FOR DEBTOR, WORKSITE LABS

1 OF 12 FINANCING STATEMENT 20206425971

EXPIRATION DATE: 09/17/2025

DEBTOR: WORKSITE LABS, INC.

65 PINE AVE ADDED 09-17-20

STE 370

LONG BEACH, CA US 90802-4718

SECURED: SWANIKER, JOHAN PETER

5103 FROST AVE ADDED 09-17-20

CARLSBAD, CA US 92008

FILING HISTORY

20206425971 FILED 09-17-20 AT 2:25 P.M. FINANCING STATEMENT

20230795681 FILED 01-31-23 AT 10:43 A.M. TERMINATION

2 OF 12 FINANCING STATEMENT 20210400102

EXPIRATION DATE: 01/15/2026

DEBTOR: WORKSITE LABS, INC.



Authentication: 203773094

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65 PINE AVE. SUITE 370

ADDED 01-15-21

LONG BEACH, CA US 90802

SECURED: HAWAIIAN AIRLINES, INC.

3375 KOAPAKA ST., SUITE G350 ADDED 01-15-21

HONOLULU, HI US 96819

FILING HISTORY

20210400102 FILED 01-15-21 AT 3:31 P.M. FINANCING STATEMENT

20220710111 FILED 01-26-22 AT 5:06 P.M. TERMINATION

3 OF 12 FINANCING STATEMENT 20213257251

EXPIRATION DATE: 04/27/2026

DEBTOR: WORKSITE LABS, INC.

1890 E MIRALOMA AVE. SUITE D ADDED 04-27-21

PLACENTIA, CA US 92870

SECURED: KONSORTIUM LLC

28 JUNIPER POINT ROAD ADDED 04-27-21

BRANFORD, CT US 06405



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<u>Delaware</u>

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FILING HISTORY

20213257251 FILED 04-27-21 AT 2:43 P.M. FINANCING STATEMENT

20220702256 FILED 12-27-22 AT 7:38 P.M. TERMINATION

4 OF 12 FINANCING STATEMENT 20221132182

EXPIRATION DATE: 02/09/2027

DEBTOR: WORKSITE LABS, INC.

65 PINE AVENUE, SUITE 370 ADDED 02-09-22

LONG BEACH, CA US 90802

SECURED: CORPORATION SERVICE COMPANY, AS REPRESENTATIVE

PO BOX 2576 UCCSPREP@CSCINFO.COM ADDED 02-09-22

SPRINGFIELD, IL US 62708

FILING HISTORY

20221132182 FILED 02-09-22 AT 12:12 P.M. FINANCING STATEMENT

5 OF 12 FINANCING STATEMENT 20223463783

EXPIRATION DATE: 04/25/2027

DEBTOR: WORKSITE LABS, INC.



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65 PINE AVENUE, STE 370

ADDED 04-25-22

LONG BEACH, CA US 90802

SECURED: CORPORATION SERVICE COMPANY, AS REPRESENTATIVE

PO BOX 2576 UCCSPREP@CSCINFO.COM ADDED 04-25-22

SPRINGFIELD, IL US 62708

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20223463783 FILED 04-25-22 AT 1:09 P.M. FINANCING STATEMENT

6 OF 12 FINANCING STATEMENT 20223465275

EXPIRATION DATE: 04/25/2027

DEBTOR: WORKSITE LABS, INC.

65 PINE AVENUE, STE 370 ADDED 04-25-22

LONG BEACH, CA US 90802

SECURED: CORPORATION SERVICE COMPANY, AS REPRESENTATIVE

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20223465275 FILED 04-25-22 AT 1:36 P.M. FINANCING STATEMENT

7 OF 12 FINANCING STATEMENT 20226019699

EXPIRATION DATE: 07/19/2027

DEBTOR: WORKSITE LABS, INC.

65 PINE AVENUE ADDED 07-19-22

LONG BEACH, CA US 90802

SECURED: CORPORATION SERVICE COMPANY, AS REPRESENTATIVE

PO BOX 2576 UCCSPREP@CSCINFO.COM ADDED 07-19-22

SPRINGFIELD, IL US 62708

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20226019699 FILED 07-19-22 AT 11:50 A.M. FINANCING STATEMENT

8 OF 12 FINANCING STATEMENT 20226021034

EXPIRATION DATE: 07/19/2027

DEBTOR: WORKSITE LABS, INC.

65 PINE AVENUE ADDED 07-19-22

LONG BEACH, CA US 90802



Authentication: 203773094

Date: 07-18-23

20250229734-UCC11 SR# 20233026385

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PO BOX 2576 UCCSPREP@CSCINFO.COM ADDED 07-19-22

SPRINGFIELD, IL US 62708

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20226021034 FILED 07-19-22 AT 12:06 P.M. FINANCING STATEMENT

9 OF 12 FINANCING STATEMENT 20226021786

EXPIRATION DATE: 07/19/2027

DEBTOR: WORKSITE LABS, INC.

65 PINE AVENUE ADDED 07-19-22

LONG BEACH, CA US 90802

SECURED: CORPORATION SERVICE COMPANY, AS REPRESENTATIVE

PO BOX 2576 UCCSPREP@CSCINFO.COM ADDED 07-19-22

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10 OF 12 FINANCING STATEMENT 20220172484

EXPIRATION DATE: 12/08/2027

DEBTOR: WORKSITE LABS, INC.

3777 LONG BEACH BOULEVARD, SUITE 260 ADDED 12-08-22

LONG BEACH, CA US 90807

SECURED: C T CORPORATION SYSTEM, AS REPRESENTATIVE

330 N BRAND BLVD, SUITE 700, ATTN: ADDED 12-08-22

SPRS

GLENDALE, CA US 91203

FILING HISTORY

20220172484 FILED 12-08-22 AT 3:12 P.M. FINANCING STATEMENT

20230775048 FILED 01-30-23 AT 1:56 P.M. TERMINATION

11 OF 12 FINANCING STATEMENT 20230701002

EXPIRATION DATE: 01/26/2028

DEBTOR: WORKSITE LABS, INC.

3777 LONG BEACH BLVD., # 260 ADDED 01-26-23

LONG BEACH, CA US 90807

SECURED: AB LENDING SPV I LLC



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405 LEXINGTON AVE, 59TH FLOOR

ADDED 01-26-23

NEW YORK, NY US 10174

FILING HISTORY

20230701002 FILED 01-26-23 AT 4:35 P.M. FINANCING STATEMENT

12 OF 12 FINANCING STATEMENT 20233616074

EXPIRATION DATE: 05/15/2028

DEBTOR: WORKSITE LABS, INC.

3777 LONG BEACH BOULEVARD, SUITE 260 ADDED 05-15-23

LONG BEACH, CA US 90807

SECURED: C T CORPORATION SYSTEM, AS REPRESENTATIVE

330 N BRAND BLVD, SUITE 700, ATTN: ADDED 05-15-23

SPRS

GLENDALE, CA US 91203

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20233616074 FILED 05-15-23 AT 4:59 P.M. FINANCING STATEMENT

END OF FILING HISTORY



Authentication: 203773094

Date: 07-18-23

20250229734-UCC11 SR# 20233026385

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DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full in the content of t					
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1a. ORGANIZATION'S NAME					
WORKSITE LABS, INC.					
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
65 PINE AVE, STE 370	LONG BEACH	CA	90802-4718	US	
name will not fit in line 2b, leave all of item 2 blank, check here and provide to a CORGANIZATION'S NAME OR 2b. INDIVIDUAL'S SURNAME	he Individual Debtor information in item 10 of the			-	
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECU	RED PARTY): Provide only one Secured Party n	ame (3a or 3b)		
3a. ORGANIZATION'S NAME					
OR CONTROL OF THE PROPERTY OF	,				
30. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	1	NAL NAME(S)/INITIAL(S)	SUFFIX	
SWANIKER	JOHAN	PETER	•		
3c. MAILING ADDRESS 5103 FROST AVE	CARLSBAD	STATE	POSTAL CODE 92008	COUNTRY	
5103 FROST AVE	CARLSBAD	CA	92008	US	
4. COLLATERAL: This financing statement covers the following collateral: All assets, properties and rights of WORKSITE LABS, INC. (the "Company"), and including: (1) all personal and fixture property of the Company of every kind and nature, wherever located, whether now owned or hereafter acquired or arising, including, without limitation, all goods (including, without limitation, consumer goods, inventory, equipment and any accessions thereto), (2) instruments (including, without limitation, promissory notes), documents, accounts, (including, without limitation, receivables), (3) chattel paper (whether tangible or electronic), (4) deposit accounts, (5) letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), (6) commercial tort claims, (7) securities and all other investment property, (8) supporting obligations, (9) any other contract rights or rights to the payment of money, (10) insurance claims, (11) general intangibles (including, without limitation, payment intangibles and intellectual property), (12) all cash and non-cash proceeds and products of all of the foregoing, and proceeds of proceeds), and (13) all books and records relating to the foregoing, all supporting obligations related thereto and all accessions to, substitutions and replacements for, and rents, profits, and products of, each of the foregoing, and any and all proceeds of any insurance, indemnity, warranty, or guaranty payable to the Company from time to time with respect to any of the foregoing. 5. Check only if applicable and check only one box: Collateral isheld in a Trust (see UCC1Ad, item 17 and Instructions)being administered by a Decedent's Personal Representative					
Public-Finance Transaction Manufactured-Home Transaction	A Debtor is a Transmitting Utility				
· · construction i i presentation					
		[]	ural Lien Non-UCC		
	Consignee/Consignor Seller/Buyer	[]		riling see/Licensor	

	LOW INSTRUCTIONS	•			
10000000	NAME & PHONE OF CONTACT AT FILER (optional) RHONDA J KENYERI (404) 420-5527]	Delawaya Danaytmant of St	ato.
	E-MAIL CONTACT AT FILER (optional) RKENYERI@PHRD.COM			Delaware Department of Sta U.C.C. Filing Section Filed: 10:43 AM 01/31/202	
C.	SEND ACKNOWLEDGMENT TO: (Name and Address)			U.C.C. Initial Filing No: 2020 64	
١	PARKER, HUDSON, RAINER & DOBBS LLP			Amendment No: 2023 07956	
	303 PEACHTREE ST. NE, SUITE 3600			Service Request No: 2023031	3700
	ATLANTA, GA 30308				
1	us				
ı			THE ABOVE SPACE	CE IS FOR FILING OFFICE USE O	NLY
	NITIAL FINANCING STATEMENT FILE NUMBER		(or recorded) in the REAL	MENT AMENDMENT is to be filed [for re ESTATE RECORDS endum (Form UCC3Ad) <u>and</u> provide Debtor'	
2.	TERMINATION: Effectiveness of the Financing Statement identified above Statement	re is terminated v	rith respect to the security interes	t(s) of Secured Party authorizing this 1	ermination
3.	ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7 For partial assignment, complete items 7 and 9 and also indicate affected or			f Assignor in item 9	
4.	CONTINUATION: Effectiveness of the Financing Statement identified at continued for the additional period provided by applicable law	ove with respect	to the security interest(s) of Secu	ired Party authorizing this Continuation	Statement is
5.	PARTY INFORMATION CHANGE:				
	CHAN	e of these three bo IGE name and/or a ia or 6b; and item	address: CompleteADD nam	e: Complete itemDELETE name: G and item 7c to be deleted in ite	
6. (CURRENT RECORD INFORMATION: Complete for Party Information Chan 6a. ORGANIZATION'S NAME	ge - provide only	one name (6a or 6b)		
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSON	IAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
7. (CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Informat	ion Change - provide	only one name (7a or 7b) (use exact, full na	I me: do not omit, modify, or abbreviate any part of t	ne Debtor's name)
	7a. ORGANIZATION'S NAME	3 1			,
OR	7b. INDIVIDUAL'S SURNAME				
	INDIVIDUAL'S FIRST PERSONAL NAME				
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
	INDIVIDUAL OF IDDITIONAL INVIDEO				301717
7c.	MAILING ADDRESS	CITY		STATE POSTAL CODE	COUNTRY
8.	COLLATERAL CHANGE: Also check one of these four boxes: ADI) collateral	DELETE collateral R	ESTATE covered collateral AS	SIGN collateral
	Indicate collateral:		\	•	
	IAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AI this is an Amendment authorized by a DEBTOR, check here	MENDMENT: F		ame of Assignor, if this is an Assignmen	1)
11	9a. ORGANIZATION'S NAME	or databatel			
ΛP	JOHAN PETER SWANIKER				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSON	IAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

FILED W/ DE-SOS; DEBTOR: WORKSITE LABS, INC.

UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS				
A. NAME & PHONE OF CONTACT AT FILER (optional) CARL J. SCHLACK, JR. (880) 523-6041		Dal	aware Department of S	tato
B. E-MAIL CONTACT AT FILER (optional)		Del	U.C.C. Filing Section	late
MRAGUINDIN@SCHLACKITO.COM		Fi	led: 03:31 PM 01/15/20	21
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	\neg	U.C.C.	Initial Filing No: 2021	0400102
SCHLACK ITO, LLLC		Service	e Request No: 202101	32114
TOPA FINANCIAL CENTER				
745 FORT STREET, SUITE 1500				
HONOLULU, HI 96813				
	THE ABOV	E SPACE IS FO	R FILING OFFICE USE	ONLY
	name; do not omit, modify, or abbreviate any the Individual Debtor information in item 10 c			
1a. ORGANIZATION'S NAME				
WORKSITE LABS, INC. 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	IADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
ID. INDIVIDUAL 5 SURNAME	FIRST PERSONAL MAINE	ADDITIO	NAL NAVIE(3)/INTRAE(3)	SUFFIX
tc. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
65 PINE AVE. SUITE 370	LONG BEACH	CA	90802	US
2a. ORGANIZATION'S NAME OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ladoitio	NAL NAME(S)/INITIAL(S)	SUFFIX
20. INDIVIDUAL 3 SURINAWE	FIRST PERSONAL NAME	ADDITIO	VAL NAME(S)/INTRAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED	URED PARTY): Provide only <u>one</u> Secured Pa	arty name (3a or 3b)	
3a. ORGANIZATION'S NAME HAWAIIAN AIRLINES, INC.				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
Bc. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3375 KOAPAKA ST., SUITE G350	HONOLULU	HI	96819	US
4. COLLATERAL: This financing statement covers the following collateral: All of the Debtor's right, title and interes Debtor, including, but not limited to: all a subsequently arising; all contract rights of accounts receivable, now existing or subsequent electronic chattel paper), documents, an intangibles including payment intangibles; a fixtures, equipment, and supplies now owned proceeds, products, and accessions of and to	accounts, including any of Debtor, now existing on mently arising; all chat nd instruments related to all intellectual propert or subsequently acquire	deposit ac r subseque tel paper o accounts y, invento d, whereve	counts, now exi ntly arising; a (including all ; all general ry, furniture, r located; and	isting or all tangible
5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is held in a Trust 6a. Check <u>only</u> if applicable and check <u>only</u> one box:	(see UCC1Ad, item 17 and Instructions)		red by a Decedent's Persona f applicable and check <u>only</u>	
tunia -	(see UCC1Ad, item 17 and Instructions)	6b. Check only i		one box:

HA-WORKSITE LABS

FOLLOW INSTRUCTIONS	IEN I							
A. NAME & PHONE OF CONTACT AT FILER (optional)			1					
NATALIE S. HIU, ESQ. (880) 523-6041 B. E-MAIL CONTACT AT FILER (optional)						ware Departmen		ite
MRAGUINDIN@SCHLACKITO.COM						U.C.C. Filing Sec		
C. SEND ACKNOWLEDGMENT TO: (Name and Address)				U.C		ed: 05:06 PM 01/ nitial Filing No: 2		
SCHLACK ITO, LLLC		\neg			Ame	ndment No: 2022	07101	11
TOPA FINANCIAL CENTER		(I		S	ervice	Request No: 20	022026	5617
745 FORT STREET, SUITE 1500								
HONOLULU, HI 96813		1						
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1a. INITIAL FINANCING STATEMENT FILE NUMBER 20210400102		and the state of t	b. This FINANCING S' (or recorded) in the Filer: attach Amendme	REAL EST	ATE R	ECORDS		on 1992 1993
2. TERMINATION: Effectiveness of the Financing Statement identifications.	ied above is te	rminated w						
3. ASSIGNMENT (full or partial): Provide name of Assignee in item For partial assignment, complete items 7 and 9 and also indicate af				ame of Ass	ignor i	n item 9		
4. CONTINUATION: Effectiveness of the Financing Statement iden continued for the additional period provided by applicable law	ntified above w	ith respect	to the security interest(s) (of Secured	Party a	authorizing this Cont	linuation	Statement is
5. PARTY INFORMATION CHANGE:								
Check one of these two boxes:	heck one of the			DD name: C	omplete	item DELETE	name: G	ive record name
This Change affects Debtor of Secured Party of record	item 6a or 6b	; <u>and</u> item 7	a or 7b <u>and</u> item 7c7a	or 7b, <u>and</u> i	lem 7c			m 6a or 6b
 CURRENT RECORD INFORMATION: Complete for Party Information Ga. ORGANIZATION'S NAME 	on Change - pr	ovide only <u>c</u>	one name (6a or 6b)					
OR 6b. INDIVIDUAL'S SURNAME	FIRS	T PERSON	AL NAME	AD	OITION	AL NAME(S)/INITIAI	_(S)	SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Part	ly Information Char	nae - provide d	nly one name (7a or 7b) (use exac	t full name: do	not omi	modify or abbreviate ar	v part of th	e Debtor's name)
7a. ORGANIZATION'S NAME		<u> </u>						,
OR								
7b. INDIVIDUAL'S SURNAME								
INDIVIDUAL'S FIRST PERSONAL NAME								
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)								SUFFIX
7c. MAILING ADDRESS	CITY			STA	ATE	POSTAL CODE		COUNTRY
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indicate collateral.								
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 NAME OF SECURED PARTY OF RECORD AUTHORIZING To If this is an Amendment authorized by a DEBTOR, check here and part and part authorized by a DEBTOR. 	I HIS AMENL provide name d			9D) (name	ot Assi	gnor, it inis is an Ass	agnment)
9a. ORGANIZATION'S NAME								
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9b. INDIVIDUAL'S SURNAME	FIRS	T PERSON	AL NAME	ADI	HON	al name(s)/initiai	_(8)	SUFFIX
10. OPTIONAL FILER REFERENCE DATA:	i i							

UCC FINANCING STATEMENT

FOLLOV	VINSTRUCTIONS					
	E & PHONE OF CONTACT AT FILER (optional)					
-			Del	aware Department of Sta	ate	
	ALCONTACT AT FILER (optional) NTELLE@RECORDSEARCH.COM			U.C.C. Filing Section		
				led: 02:43 PM 04/27/202		
l —	D ACKNOWLEDGMENT TO: (Name and Address)	_	U.C.C.	Initial Filing No: 2021 32	257251	
1	RCHILD RECORD SEARCH LTD	l l	Service	ce Request No: 2021147	3912	
	O CAPITOL BLVD S					
SUI	TE 101					
TUM	WATER, WA 98501	*				
		THE ABOVE SP	ACE IS FO	R FILING OFFICE USE O	NLY	
	TOR'S NAME: Provide only <u>one</u> Debtor name (1a or 1b) (use exact, full nwill not fit in line 1b, leave all of item 1 blank, check here and provide to	name; do not omit, modify, or abbreviate any part o he Individual Debtor information in item 10 of the				
WOR	DRGANIZATION'S NAME KSITE LABS, INC.					
OR 1b. I	NDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAIL	ING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
1890 E	MIRALOMA AVE. SUITE D	PLACENTIA	CA	92870	US	
name	TOR'S NAME: Provide only <u>one</u> Debtor name (2a or 2b) (use exact, full n will not fit in line 2b, leave all of item 2 blank, check here and provide to DRGANIZATION'S NAME	iame; do not omit, modry, or abbreviate any part in the Individual Debtor information in item 10 of the				
OR 2b. I	NDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX	
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KON	SORTIUM LLC					
OR 3b. I	NDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAIL	ING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
28 JUN	NIPER POINT ROAD	BRANFORD	CT	06405	US	
4. COLLATERAL: This financing statement covers the following collateral." "Collateral" shall mean all right, title and interest of the Purchaser in, to and under all of the assets, properties and rights of the Company and specifically: (i) all personal and fixture property of the Company of every kind and nature, wherever located, whether now owned or hereafter acquired or arising, including, without limitation, all goods (including, without limitation, consumer goods, inventory, equipment and any accessions thereto), (ii) instruments (including, without limitation, promissory notes), documents, accounts, (including, without limitation, receivables), (iii) chattel paper (whether tangible or electronic), (iv) deposit accounts, (v) letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), (vi) commercial tort claims, (vii) securities and all other investment property, (viii) supporting obligations, (ix) any other contract rights or rights to the payment of money, (x) insurance claims, (xi) general intangibles (including, without limitation, payment intangibles and intellectual property), (xii) all cash and non-cash proceeds and products of all of the foregoing, and proceeds of proceeds), and (xiii) all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Company from time to time with respect to any						
	only if applicable and check only one box: Only if applicable and check only one box:	- CONTRACT C		red by a Decedent's Personal f applicable and check <u>only</u> or		
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		Consignee/Consignor Seller/Buyer	[]		ee/Licensor	
	ONAL FILER REFERENCE DATA:	Solution States	سا عد			
	OF DELAWARE AND STATE OF CALIFORNIA (KON012-0001)					

UCC FINANCING STATEMENT ADDENDUM

(if Debtor does not have a record interest):	FOLLOW INSTRUCTIONS					
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FOLLOW INSTRUCTIONS	EN I					
A. NAME & PHONE OF CONTACT AT FILER (optional) (206)535-8411		7				
B. E-MAIL CONTACT AT FILER (optional) SARAH@ASCENTILLP.COM				ware Departme U.C.C. Filing So	ection	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)				led: 07:38 PM 12 Initial Filing No:		
ASCENT LAW PARTNERS, LLP	-	ı İ	Ame	endment No: 202	2 07022	56
1191 2ND AVE STE 1800		' 	Servic	e Request No:	2022438	2211
SEATTLE, WA 98101						
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		THE ABOVE	SPACE IS FO	R FILING OFFICE	USE O	NLY
1a. INITIAL FINANCING STATEMENT FILE NUMBER 20213257251		1b. This FINANCING ST (or recorded) in the Filer: attach Amendme	REAL ESTATE F	RECORDS		
2. TERMINATION: Effectiveness of the Financing Statement identified Statement	above is terminate					
3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a For partial assignment, complete items 7 and 9 and also indicate affectives.			ame of Assignor	in item 9		
4. CONTINUATION: Effectiveness of the Financing Statement identification continued for the additional period provided by applicable law	ed above with resp	ect to the security interest(s) o	f Secured Party	authorizing this Co	ntinuation	Statement is
5. PARTY INFORMATION CHANGE:						
LIDECK ORE DITDESE IWO DOXES	ck <u>one</u> of these three		D name: Comple	to item DELETE	name: G	ive record name
This Change affects Debtor or Secured Party of record	tem 6a or 6b; <u>and</u> ite	m 7a or 7b <u>and</u> item 7c 7a	or 7b, <u>and</u> item 7d	to be de	eted in ite	m 6a or 6b
CURRENT RECORD INFORMATION: Complete for Party Information 6a. ORGANIZATION'S NAME	Change - provide or	aly <u>one</u> name (6a or 6b)				
OR 6b. INDIVIDUAL'S SURNAME	FIRST PERS	ONA NAME	ADDITIO	NAL NAME(S)/INITi/	VI (Q)	SUFFIX
G. INDIVIDANCE CONTENTS	I MOTTERO	OFFICE TRANSE	/ ADDITION	VIE TO UNE (C)/TUTTO	(L(O)	001110
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party In	formation Change - provi	de only <u>one</u> name (7a or 7b) (use exact	, full name; do not on	it, modify, or abbreviate	any part ofth	e Debtor's name)
7a. ORGANIZATION'S NAME						
OR 7b. INDIVIDUAL'S SURNAME						
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HUDINGUAN CARDITIONAL HAME (OUR STAN (O)					***************************************	Tarrenz
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)						SUFFIX
7c. MAILING ADDRESS	CITY		STATE	POSTAL CODE		COUNTRY
COLLATERAL CHANGE: Also check one of these four boxes: Indicate collateral:	ADD collateral	DELETE collateral	RESTATE o	overed collateral	AS	SIGN collateral
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING TH	IS AMENDMENT	: Provide only <u>one</u> name (9a or	9b) (name of Ass	signor, if this is an A	ssignment)
	vide name of author	izing Debtor				
9a. ORGANIZATION'S NAME KONSORTIUM LLC						
OR 9b. INDIVIDUAL'S SURNAME	FIRST PERS	ONAL NAME	ADDITIO	NAL NAME(S)/INITi/	AL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA:						

KONSORTIUM - DE TERMINATION

	C FINANCING STATEMENT AMENUMEN LOWINSTRUCTIONS	I ADDENDUM			
	NITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Ar 213257251	mendment form			
	NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 or	n Amendment form			
	12a. ORGANIZATION'S NAME KONSORTIUM LLC				
OR	12b. INDIVIDUAL'S SURNAME				
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	Name of DEBTOR on related financing statement (Name of a current Debtoone Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbre				13): Provide on
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14.	ADDITIONAL SPACE FOR ITEM 8 (Collateral):				
16.	Name and address of a RECORD OWNER of real estate described in item 17 if Debtor does not have a record interest):	s a fixture filing	on of real estate:		
18.1	MISCELLANEOUS:				

UCC FINANCING STATEMENT

Delaware Department of State C.C.C. Filing Section Filed: 5012 PM 1008/2012 PM 1008/20	FOLLOW INSTRUCTIONS						
B. E-MANL CONTROTT AFFER (episonal) C. SEND AGRNOWLEDOMENT TO. (Name and Address) J. D. BOX 29071 GENDRACK, CA \$1209-9071 U.S. C. Flatial Filling Section Filed. 95.12 PM 1208/2022 THE ABOVE SPACE IS FOR FILLING OFFICE USE ONLY 1. DEBTOR'S NAME. Invade only age libeter some (it or follows each, full cone of only on address) J. D. BOX 29071 GENDRACK IN THE ABOVE SPACE IS FOR FILLING OFFICE USE ONLY 1. DEBTOR'S NAME. Invade only age libeter some (it or follows each, full cone of only on a follows in face "0 or for Financing Statement Address and Jack Part (Inc. 1007) I. DEBTOR'S NAME. Invade only age libeter some (it or follows each, full cone of only on a follows in face "0 or for Financing Statement Address and Jack Part (Inc. 1007) I. DEBTOR'S NAME. Invade only age libeter some (it or follows each, full cone of only on a follows in face "0 or for Financing Statement Address and Jack Part (Inc. 1007) I. DEBTOR'S NAME. Invade only age libeter some (it or follows each, full cone on a follows in face "0 or for Financing Statement Address and Jack Part (Inc. 1007) In INDIVIDUAL'S RUBBLAND. In INDIVIDUAL'S RUBBLAND. I. DEBTOR'S NAME. Provide only age Debter name (Ze or 28 (see exact full mans, co not cent, mask), on accordate only and of the Debter's name, if are part of the Individual Debter some will not feel the 22 libets, of the Debter's name of the Debter's name, if are part of the Individual Debter some will not feel the 22 libets, of the Debter's name, if are part of the Individual Debter some will not feel the 22 libets, of the Debter's name, if are part of the Individual Debter some will not feel the 22 libets, of the Debter's name, if are part of the Individual Debter some will not feel the part (Inc. 1007) I. DEBTOR'S NAME. In Individual Debter some of the Individual Debter's name, if are part of the Individual Debter's name, if are part of the Individual Debter's name of the Individual Debter's name, if are part of the Individual Debter's name, if are part of the Individual Debter's name,							
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	SEND ACKNOWLEDGMENT TO: (Name and Address)				d: 01:56 PM 01/30/2023	
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1a.	INIT!A! FINANCING STATEMENT F!LE NUMBER		1b. This FINANCING STATEA	ENT AMEN	DMENT is to be filed [for re	
20:	220172484		(or recorded) in the REAL Filer: <u>attach</u> Amendment Add		ECORDS UCC3Ad) <u>and</u> provide Debtor's	name in item 13
2.	✓ TERMINATION: Effectiveness of the Financing Statement identified above Statement	e is terminated v	vith respect to the security interes	t(s) of Secu	red Party authorizing this T	ermination
3. [ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b For partial assignment, complete items 7 and 9 and also indicate affected co			Assignor in	item 9	
4. [CONTINUATION: Effectiveness of the Financing Statement identified about continued for the additional period provided by applicable law	ove with respect	to the security interest(s) of Secu	red Party a	uthorizing this Continuation	Statement is
5.	PARTY INFORMATION CHANGE:					
	theck one of these two boxes: AND Check one CHANC		address: CompleteADD nam	e: Complete		
	his Change affects Debtor or Secured Party of record item 6a CURRENT RECORD INFORMATION: Complete for Party Information Chang			and item 7c	to be deleted in iter	n 6a or 6b
V	6a. ORGANIZATION'S NAME	e provide oray	traine (ea er ee)			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSON	IAL NAME	ADDITION	AL NAME(S)/INITIAL(S)	SUFFIX
7. (I CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Informatic	on Change - provide	only one name (7a or 7b) (use exact, full nar	ne; do not omit	modify, or abbreviate any part of th	e Debtor's name)
	7a. ORGANIZATION'S NAME					·
OR	7b. INDIVIDUAL'S SURNAME					
	INDIVIDUAL'S FIRST PERSONAL NAME					
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)					SUFFIX
7c.	MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
8.	COLLATERAL CHANGE: Also check one of these four boxes: ADD	collateral	DELETE collateral R	ESTATE cov	vered collateral AS	I SIGN collateral
	Indicate collateral:					
	NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AN			ame of Assi	gnor, if this is an Assignment)
1	f this is an Amendment authorized by a DEBTOR , check here and provide no second and pr	ame of authorizir	A DOUGE			
<u> </u>	C T CORPORATION SYSTEM, AS REPRESENTATIVE					
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSON	IAL NAME	ADDITION	AL NAME(S)/INITIAL(S)	SUFFIX
	OPTIONAL FILER REFERENCE DATA:					1
DE	-0-91108880-65809761- DEBTOR: WORKSITE LABS, INC					

NAME & PHONE OF CONTACT AT FILER (optional)							
E-MAIL CONTACT AT FILER (optional)			Del	aware Department of S	tate		
FILINGDEPT@CSCINFO.COM	U.C.C. Filing Section Filed: 12:12 PM 02/09/2022						
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DEBTOR'S NAME: Provide only <u>one</u> Debtor name (1a or 1b) (use exact name will not fit in line 1b, leave all of item 1 blank, check here and pr				's name); if any part of the In atement Addendum (Form U			
1a. ORGANIZATION'S NAME WORKSITE LABS, INC.							
1b. INDIVIDUAL'S SURNAME	FIRST PERSONA	L NAME	ADDITIO	ADDITIONAL NAME(S)/INITIAL(S)			
MAILING ADDRESS PINE AVENUE, SUITE 370	CITY LONG BEACH		STATE	POSTAL CODE 90802	COUNTRY		
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2b. INDIVIDUAL'S SURNAME	FIRST PERSONA	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)			
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CORPORATION SERVICE COMPANY, AS REPRESENTATIVE							
3b. INDIVIDUAL'S SURNAME	FIRST PERSONA	L NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX		
MAILING ADDRESS D BOX 2576 UCCSPREP@CSCINFO.COM	CITY SPRINGFIELD		STATE IL	POSTAL CODE 62708	COUNTRY		
Il equipment, and all modifications, acc nd thereof, now and hereafter covered b etween Alliance Funding Group as Lessor	y the Equipme	nt Lease Agreem	ent date				
Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is held in a . Check <u>only</u> if applicable and check <u>only</u> one box:	Trust (see UCC1Ad, item	- Contragation		red by a Decedent's Persona f applicable and check <u>only</u> c			

A. NAME & PHONE OF CONTACT AT FILER (optional)						
CSC 800-858-5294 B. E-MAIL CONTACT AT FILER (optional)			Dela	aware Department of S	tate	
FILINGDEPT@CSCINFO.COM		U.C.C. Filing Sectio Filed: 01:09 PM 04/25/				
SEND ACKNOWLEDGMENT TO: (Name and Address)				U.C.C. Initial Filing No: 2022 3463783 Service Request No: 20221608887		
801 ADLAI STEVENSON DR [230961584]						
SPRINGFIELD, IL 62703	1		Servic	e Request No: 202216	08887	
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		THE ABOVE	SPACE IS FO	R FILING OFFICE USE	ONLY	
DEBTOR'S NAME: Provide only <u>one</u> Debtor name (1a or 1b) (use name will not fit in line 1b, leave all of item 1 blank, check here an	exact, full name; do not omit, modif d provide the Individual Debtor info					
1a. ORGANIZATION'S NAME WORKSITE LABS, INC.						
Th. INDIVIDUAL'S SURNAME	FIRST PERSONAL NA	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		
: MAILING ADDRESS 5 PINE AVENUE, STE 370	CITY LONG BEACH		STATE	POSTAL CODE 90802	COUNTRY	
R 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NA	ME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX	
25. INDIVIDUAL'S SURNAME . MAILING ADDRESS SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGN	CITY		STATE	POSTAL CODE	SUFFIX	
2b. INDIVIDUAL'S SURNAME . MAILING ADDRESS SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGN 3a. ORGANIZATION'S NAME CORPORATION SERVICE COMPANY, AS REPRESENTATIVE	CITY IOR SECURED PARTY): Provide of	only <u>one</u> Secured Part	STATE	POSTAL CODE		
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NAME & PHONE OF CONTACT AT FILER (optional) SC 800-858-5294 E-MAIL CONTACT AT FILER (optional) FILINGDEPT@CSCINFO.COM SEND ACKNOWLED CMENT TO: (Name and Address)	Del	aware Department of S			
E-MAIL CONTACT AT FILER (optional) FILINGDEPT@CSCINFO.COM	Del	aware Department of S			
FILINGDEPT@CSCINFO.COM			tate		
SEND ACKNOW! EDGMENT TO: (Name and Address)	U.C.C. Filing Section Filed: 01:36 PM 04/25/2022 U.C.C. Initial Filing No: 2022 3465275				
SEND ACKNOWLEDGMENT TO: (Name and Address)					
801 ADLAI STEVENSON DR [230965623]					
SPRINGFIELD, IL 62703	Servio	ce Request No: 202216	109894		
US					
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DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviat					
name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item	n 10 of the Financing St	atement Addendum (Form U	CC1Ad)		
1a. ORGANIZATION'S NAME WORKSITE LABS, INC.					
1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX		
MAILING ADDRESS CITY	STATE	POSTAL CODE	COUNTRY		
PINE AVENUE, STE 370 LONG BEACH	CA	90802	US		
2a. ORGANIZATION'S NAME 2b. INDIVIDUAL'S SURNAME [FIRST PERSONAL NAME]	ADDITIC	NAL NAME(S)/INITIAL(S)	SUFFIX		
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MAILING ADDRESS CITY	STATE	POSTAL CODE	COUNTRY		
SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secure 3a. ORGANIZATION'S NAME CORPORATION SERVICE COMPANY, AS REPRESENTATIVE 3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME		NAL NAME(S)/INITIAL(S)	SUFFIX		
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MAILING ADDRESS D BOX 2576 UCCSPREP@CSCINFO.COM SPRINGFIELD	STATE IL	POSTAL CODE 62708	COUNTRY US		
COLLATERAL: This financing statement covers the following collateral: 11 equipment, and all modifications, accessions, attachments, report of the equipment lease and thereof, now and hereafter covered by the Equipment Lease are etween Alliance Funding Group as Lessor and WORKSITE LABS, INC.	greement date	ind proceeds the	ereto :022		
Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions. Check <u>only</u> if applicable and check <u>only</u> one box:	- Land	ered by a Decedent's Persona if applicable and check only			

. NAME & PHONE OF CONTACT AT FILER (optional)					
. E-MAIL CONTACT AT FILER (optional)			Del	aware Department of S	tate
FILINGDEPT@CSCINFO.COM			Fi	U.C.C. Filing Section Filed: 11:50 AM 07/19/2022	
SEND ACKNOWLEDGMENT TO: (Name and Address)			U.C.C. Initial Filing No: 2022 601969		
801 ADLAI STEVENSON DR [236124724]	71			Service Request No: 202230254	
SPRINGFIELD, IL 62703	•		Servic	e Request No. 202250	25405
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DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use name will not fit in line 1b, leave all of item 1 blank, check here are	exact, full name; do not omit, modify nd provide the Individual Debtor infor				
1a. ORGANIZATION'S NAME WORKSITE LABS, INC.					
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAM	Æ	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
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name will not fit in line 2b, leave all of item 2 blank, check here all all 2a. ORGANIZATION'S NAME	nd provide the Individual Debtor infor	mation in item 10 of the F	Financing St	atement Addendum (Form U	CC1Ad)
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAM	ИE	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
25. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAM	ИE	ADDITIO STATE	NAL NAME(S)/INITIAL(S) POSTAL CODE	
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25. INDIVIDUAL'S SURNAME MAILING ADDRESS SECURED PARTY'S NAME (or NAME of ASSIGNEE OF AS	CITY NOR SECURED PARTY): Provide or		STATE	POSTAL CODE	
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. NAME & PHONE OF CONTACT AT FILER (optional)						
. E-MAIL CONTACT AT FILER (optional)	Delaware Department of State U.C.C. Filing Section					
FILINGDEPT@CSCINFO.COM	Filed: 12:06 PM 07/19/2022					
. SEND ACKNOWLEDGMENT TO: (Name and Address)		U.C.C.	Initial Filing No: 2022 (6021034		
801 ADLAI STEVENSON DR [236127216]				Service Request No: 20223025798		
SPRINGFIELD, IL 62703 US						
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DEBTOR'S NAME: Provide only <u>one</u> Debtor name (1a or 1b) (use exact name will not fit in line 1b, leave all of item 1 blank, check here and pro		modify, or abbreviate any part or information in item 10 of the				
1a. ORGANIZATION'S NAME WORKSITE LABS, INC.						
Th. INDIVIDUAL'S SURNAME	FIRST PERSONA	L NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX	
MAILING ADDRESS 5 PINE AVENUE	CITY LONG BEACH		STATE CA	POSTAL CODE 90802	COUNTRY US	
DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact						
	ovide the Individual Debto	or information in item 10 of the	Financing St	atement Addendum (Form U	CC1Ad)	
2a. ORGANIZATION'S NAME						
2b. INDIVIDUAL'S SURNAME	FIRST PERSONA	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		
MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY	
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3b. INDIVIDUAL'S SURNAME	FIRST PERSONA	L NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX	
MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY	
O BOX 2576 UCCSPREP@CSCINFO.COM	SPRINGFIELD		IL.	62708	υs	
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etween Alliance Funding Group as Lessor						

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Consignee/Consignor

Seller/Buyer

Licensee/Licensor

Bailee/Bailor

✓ Lessee/Lessor

7. ALTERNATIVE DESIGNATION (if applicable):

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS					
A. NAME & PHONE OF CONTACT AT FILER (optional)					
RHONDA J KENYERI (404) 420-5527			Del	aware Department of St	ate
B. E-MAIL CONTACT AT FILER (optional) RKENYERI@PHRD.COM			1980	U.C.C. Filing Section	<u>.</u>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)				led: 04:35 PM 01/26/202 Initial Filing No: 2023 0'	Marine and a
The state of the s	_		U.C.C.	Tillidal Filling 140. 2023 0	701002
PARKER, HUDSON, RAINER & DOBBS LLP			Servio	e Request No: 2023027	4307
303 PEACHTREE ST. NE, SUITE 3600					
ATLANTA, GA 30308					
US					
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				's name); if any part of the Inc atement Addendum (Form UC	
1a. ORGANIZATION'S NAME WORKSITE LABS, INC.					
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1c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
3777 LONG BEACH BLVD., # 260	LONG BEACH		CA	90807	US
DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name will not fit in line 2b, leave all of item 2 blank, check here and provide the content of				's name); if any part of the Ind atement Addendum (Form UC	
2a. ORGANIZATION'S NAME	***************************************				
OR					
2b. INDIVIDUAL'S SURNAME	FIRST PERSONA	AL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECUR	RED PARTY): Pro	vide only one Secured Party	name (3a or 3b)	ı
3a. ORGANIZATION'S NAME		THE COURT OF THE C	(34 31 32		
AB LENDING SPV I LLC					
3b. INDIVIDUAL'S SURNAME	FIRST PERSONA	NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
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3c. MAILING ADDRESS 405 LEXINGTON AVE, 59TH FLOOR	NEW YORK		STATE	POSTAL CODE	COUNTRY
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4. COLLATERAL: This financing statement covers the following collateral: All of Debtor's personal property, whether no arising and wherever located, including, with intangibles, documents, instruments, chattel equipment and fixtures), deposit accounts, in commercial tort claims; all proceeds, product and all books and records relating to any of addition to, and not in lieu or replacement of Party as secured party and Debtor as debtor of United States of America.	nout limit paper, go expertment as and sup the foregot, any ot	ation, all of Dods (including, property, lette porting obligat oing. This Under UCC financi	ebtor's without r-of-cre ions of CC finan ng state	accounts, general limitation, in- dit rights and each of the for- cing statement : ment naming Seco	al ventory, egoing; is in ured
6a. Check only if applicable and check only one box: Public-Finance Transaction Manufactured-Home Transaction		6 Transmitting Utility	Check only i	red by a Decedent's Personal f applicable and check <u>only</u> or tural Lien Non-UCC f ilee/Bailor Licens	ne box:
ETIPO WIME OF - COCOPHADY OF CHAMP					

	C FINANCING STATEMENT LOW INSTRUCTIONS				
A.	NAME & PHONE OF CONTACT AT FILER (optional)				
WI	K LIEN SOLUTIONS 800-331-3282		Dels	aware Department of Sta	ite
	E-MAIL CONTACT AT FILER (optional) UCCFILINGRETURN@WOLTERSKLUWER.COM			U.C.C. Filing Section led: 04:59 PM 05/15/2023	
C.	SEND ACKNOWLEDGMENT TO: (Name and Address)			Initial Filing No: 2023 36	
lσ	 P.O. BOX 29071	\neg		D N . 2022204	505.4
1	GLENDALE, CA 91209-9071	' 	Service	e Request No: 2023206	53/4
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	DEBTOR'S NAME: Provide only <u>one</u> Debtor name (1a or 1b) (use exact, full rame will not fit in line 1b, leave all of item 1 blank, check here and provide to	name; do not omit, modify, or abbreviate any part of he Individual Debtor information in item 10 of the Fi			
	1a. ORGANIZATION'S NAME				
OR	MORKSITE LABS, INC. 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	TARRITION	NAL NAME(S)/INITIAL(S)	SUFFIX
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	WAILING ADDRESS 17 LONG BEACH BOULEVARD, SUITE 260	CITY LONG BEACH	STATE	POSTAL CODE 90807	COUNTRY
	DEBTOR'S NAME : Provide only <u>one</u> Debtor name (2a or 2b) (use exact, full name will not fit in line 2b, leave all of item 2 blank, check here \top and provide t	he Individual Debtor information in item 10 of the F			
	2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITION	NAL NAME(S)/INITIAL(S)	SUFFIX
2c.	MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3. S	ECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECU	RED PARTY): Provide only one Secured Party name	ne (3a or 3b))	
	3a. ORGANIZATION'S NAME C T CORPORATION SYSTEM, AS REPRESENTATIVE				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITION	NAL NAME(S)/INIT(AL(S)	SUFFIX
	WAILING ADDRESS	СІТҮ	STATE	POSTAL CODE	COUNTRY
33	0 N BRAND BLVD, SUITE 700, ATTN: SPRS	GLENDALE	CA	91203	US
To un grilling it	OLLATERAL: This financing statement covers the following collateral: secure the prompt and complete payment, per der any and/or all Agreement(s) between the ants, assigns, conveys, mortgages, pledges and upon, and security interest in (the "Security interest in (t	e Debtor and the Secured Pa, hypothecates and transfer curity Interest"), all of i rty, including, without limbereafter acquired by, or a derivations thereof), and which being hereinafter colattel Paper; (iii) all contall General Intangibles; (vestment Property; (xii) all y; (xiv) the Bank Account as therein; and to the extencts of the foregoing and al	rty, the stotal state of the tractive racts; iii) at money and all access racts.	he Debtor hereby he Secured Party ht, title and in n, the below men in favor of, De owned or consig ely referred to (iv) all Docume 11 Goods; (ix) a , cash or cash deposits therei otherwise includ ssions to,	y, a nterest ntioned abtor med by as the ents; all
5. C	heck <u>only</u> if applicable and check <u>only</u> one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions)bein	g administer	ed by a Decedent's Personal	Representative
6a.	Check only if applicable and check only one box:			applicable and check <u>only</u> on	
7 -	Public-Finance Transaction Manufactured-Home Transaction	A Debtor is a Transmitting Utility		ural Lien Non-UCC F	
.vv.: 2	LTERNATIVE DESIGNATION (if applicable): Lessee/Lessor (Consignee/Consignor Seller/Buyer	Bail	lee/Bailor License	ee/Licensor
	-0-92969174-66591793				

Case 2:23-bk-14539-VZ Doc 12 Filed 07/26/23 Entered 07/26/23 16:40:17 Desc Main Document Page 40 of 71

EXHIBIT "B"

Week Number Weekly Cash Flow Forecast	1	7/24	2	7/31	3	8/7	4	8/14
Revenue Ontum/Loguna Nigual							Φ.	44.050
Optum/Laguna Niguel Halcyon							\$ \$	41,250 4,250
Halo							Φ	4,230
Guam							\$	6,250
RCA	\$	5,000	\$	5,000	\$	5,000		5,000
Aleph/Bass Labs	\$	6,961	\$	6,961	\$	9,877	\$	9,877
Government Grant	\$	61,500			\$	61,500		
Old AR Cash Receipts (For Calc ONLY)	\$	40,000	\$	40,000	\$	40,000	\$	40,000
Income Total	\$	73,461	\$	11,961	\$	76,377	\$	66,627
Cumulative Income (For Information Purposes - This period only)	\$	73,461	\$	85,422	\$	161,800	\$	228,427
Carryforward Cash Balance	\$	13,082	\$	-	\$	-	\$	-
Receipts								
Receivable Collections	\$	114,872		40,000		40,000		51,961
Stripe	\$	8,000		8,000		8,000		8,000
Grant Cash TR	\$	-	\$	-	\$	-	\$	61,500
Halo Cash Surplus Cash from DIP								
Total Receipts	\$	122,872	\$	48,000	\$	48,000	\$	121,461
Operating Cash	\$	-	\$	-	\$	-	\$	-
Expeditures Staffing WSL Biweekly Payroll - USA + GUAM, Wages, Taxes, Benefits Medical Biller	\$	(687,537)	\$	(17,744)	\$	(161,000)		
Contractors, Accounting, Phlebotomist, Doctors	\$	(40,000)		(30,000)	\$	(30,000)	\$	(30,000)
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Major Vendors

Case 2:23-bk-14539-VZ Doc 12 Filed 07/26/23 Entered 07/26/23 16:40:17 Desc Main Document Page 42 of 71

McKesson Siemens		\$	(50,000)			
Abbott		\$	(20,000)			
Legal		\$ \$	(10,000) (50,000)			\$ (75,000)
MR Legal		φ	(50,000)	¢	(50,000)	\$ (75,000)
WIN Legal				\$	(50,000)	
Operating Expenses						
Facilities	\$ (24,594)			\$	(49,200)	
Equipment Payments						
Admin Costs - RCA		\$	(54,853)			
Utilities/Disposal Services		\$	(10,000)			
Shipping Costs/Courier Services		\$	(10,000)			
IT Services/RAP				\$	(5,000)	
Travel						
SAAS Fees		\$	(30,000)			
Laguna Niegel						
Const, Furn, Sec, Sign		\$	(20,000)			
Additional Staffing						
Additional Courier						
Guam PSCs						
Const, Furn, Sec, Sign		\$	(35,000)			
Additional Staffing						
Additional Travel						
Marketing Campaign/Agency					:	\$ (14,000)
Halo						
Const, Furn, Sec, Sign						
Additional Staffing						
Cash Expenditures/Cash Need	\$ (752,131)	\$	(337,596)	\$	(295,200)	\$ (119,000)
Net Cash - Cash in less Cash Expenditure	\$ -	\$	-	\$		\$ (119,000) \$ -
AR	\$ 5,323.304		5,356,054		5,327,304	
Inventory	\$	\$	449,718		434,442	
FFE	\$ 1,890,565		1,890,565			\$ 1,890,565
Claims Against 3rd Party Biller	\$ 5,000,000			\$	5,000,000	\$ 5,000,000

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Asset Total	\$ 12,5							\$ 12,601,274
DIP Loan								
Debtor in Possession Draw		\$	752,131	\$	337,596	\$	295,200	\$ 119,000
Receipts & Collections - Payment to LOC		\$	122,872	\$	48,000	\$	48,000	\$ 121,461
Net LOC Draw		\$	629,259	\$	289,596	\$	247,200	\$ (2,461)
DIP LOC Balance	\$ 1,199,000	\$	752,131	\$	1,089,727	\$	1,199,000	\$ 1,199,000
Pre-petition Loan Balance	\$ 1,701,000	\$	1,578,128	\$	1,530,128	\$	1,482,128	\$ 1,360,666
Total LOC Plus Interest	\$ 2,900,000	\$	2,339,122	\$	2,625,961	\$	2,687,760	\$ 2,566,279
Available		\$	560,878	\$	274,039	\$	212,240	\$ 333,721
Interest Accrual								
Post Interest	25%	\$	3,761	\$	5,449	\$	5,995	\$ 5,995
Pre-petition Interest	15%	\$	5,103	\$	658	\$	638	\$ 618
		\$	8,864	\$	6,106	\$	6,633	\$ 6,613

5	8/21	6	8/28	7	9/4	8	3 9/11	9	9/18	1	10 9/25	11 10/2	12 10/9	13 10/16		14 10/23	1	15 10/30		16 11/6
\$	41,250	\$	41,250	\$	41,250	\$	41,250	\$	41,250	\$	41,251	\$ 41,251	\$ 41,251	\$ 41,251	\$	49,500	\$	49,500	\$	49,500
\$	4,250	\$	4,250	\$	4,500	\$	4,500	\$	4,500	\$	4,500	\$ 4,750	\$ 4,750	\$ 4,750	\$	4,750	\$	4,750	\$	5,000
				\$	125,000	\$	125,000	\$	125,000	\$	125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$	125,000	\$	125,000	\$	125,000
\$	6,250	\$	6,250	\$	9,500	\$	9,500	\$	9,500	\$	14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$	63,000	\$	63,000	\$	63,000
\$	5,000	\$	5,000	\$	5,000	\$	5,000	\$	5,000	\$	5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$	5,000	\$	5,000	\$	5,000
\$	9,877	\$	9,877	\$	10,294	\$	10,294	\$	10,294	\$	10,294	\$ 10,710	\$ 10,710	\$ 10,710	\$	10,710	\$	10,710	\$	11,126
				\$	61,500							\$ 61,500							\$	61,500
\$	40,000	\$	60,000	\$	60,000	\$	60,000	\$	75,000	\$	75,000	\$ 80,000	\$ 90,000	\$ 100,000	\$	110,000	\$	110,000	\$	125,000
\$	66,627	\$	66,627	\$	257,044	\$	195,544	\$	195,544	\$	200,045	\$ 262,211	\$ 200,711	\$ 200,711	\$	257,960	\$	257,960	\$	320,126
\$	295,054	\$	361,682	\$	618,726	\$	814,269	\$	1,009,813	\$	1,209,858	\$ 1,472,069	\$ 1,672,781	\$ 1,873,492	\$	2,131,452	\$	2,389,412	\$	2,709,538
\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ 26,617	\$ 4,208	\$ 137,884	\$	183,364	\$	348,977	\$	422,443
\$	51,961	\$	74,877	\$	120,377	\$	129,877	\$	144,877	\$	150,044	\$ 155,044	\$ 165,044	\$ 175,045	\$	234,711	\$	234,711	\$	249,711
\$	8,800	\$	9,240	\$	9,702	\$	10,187	\$	10,696	\$	11,231	\$ 11,793	\$ 12,382	\$ 13,002	\$	13,652	\$	14,334	\$	15,051
				\$	61,500			\$	_	\$	61,500	\$ _	\$ _	\$ _	\$	_	\$	61,500	\$	_
		\$	414,000																	
								\$	-	\$	-	\$ 125,000	\$ 125,000	\$ 125,000	\$	125,000	\$	125,000	\$	125,000
													\$ -		\$	-	\$	-	\$	-
\$	60,761	\$	498,117	\$	191,579	\$	140,065	\$	155,574	\$	222,775	\$ 291,837	\$ 302,426	\$ 313,047	\$	373,363	\$	435,546	\$	389,762
\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ 318,454	\$ 306,634	\$ 450,930	\$	556,727	\$	784,522	\$	812,206
\$	(161,000)	\$	(19,487) (50,000)	\$	(161,000)		(30,000)		(161,000)	\$	(21,880) (30,000)	\$ (161,000)	(30,000)	\$ (161,000)	•	(30,000)	\$	(161,000) (57,984) (30,000)	•	(30,000)

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		\$	(25,000)			\$	(50,000)			\$	(20,000)	\$	(10,000)	\$	(20,000)			\$	(20,000)	\$	(20,000) \$;	(20,000)
		\$	(20,000)	\$	(20,000)			\$	(10,000)					\$	(20,000)			\$	(20,000)	\$	(20,000) \$;	(20,000)
		\$	(10,000)							\$	(15,000)			\$	(15,000)			\$	(15,000)	\$	(15,000) \$;	(15,000)
		\$	(75,000)			\$	(50,000)			\$	(50,000)			\$	(25,000)			\$	(25,000)		\$;	(25,000)
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				\$	(49,200)							\$	(26,680)								\$	•	(26,680)
		φ	(26,528)	φ	(49,200)					\$	(26 520)	Φ	(20,000)							φ)	(20,000)
		\$	(20,526)	Φ	(20,000)					Ф	(26,528)	Φ	(20,000)							\$	(26,528)		(00,000)
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		\$	(5,000)			\$	(5,000)	\$	(5,000)			\$	(5,000)			\$	(5,000)			\$	(5,000)		
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										\$	(15,000)												
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										_													
	(161,000)		(246,015)		(310,200)		(205,000)		(246,000)		(196,158)		(314,246)		(168,750)		(267,567)		(207,750)		(362,079) \$		(299,430)
\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	4,208		137,884		183,364		348,977		422,443 \$		512,776
					5,319,127		5,374,499							\$	5,348,494		5,282,700		5,165,489		5,048,278 \$		4,948,316
\$	427,791		,	\$	438,057		,	\$	419,839		414,830		,	\$	387,246		347,104		350,512		353,920 \$		344,894
			1,890,565						1,890,565								1,890,565						1,890,565
\$ 5	,000,000	\$	5,000,000	\$	5,000,000	\$	5,000,000	\$	5,000,000	\$	5,000,000	\$	5,000,000	\$	5,000,000	\$	5,000,000	\$	5,000,000	\$	5,000,000 \$	5 5	5,000,000

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\$ 12,591,737 \$ 12,675,785 \$ 12,647,748 \$ 12,714,012 \$ 12,725,276 \$ 12,755,474 \$ 12,671,447 \$ 12,764,189 \$ 12,703,732 \$ 12,755,542 \$ 12,715,206 \$ 12,696,552

\$ 161,000	\$ 246,015	\$ 310,200	\$ 205,000	\$ 246,000	\$ 196,158	\$ -					
\$ 60,761	\$ 498,117	\$ 191,579	\$ 140,065	\$ 155,574	\$ 222,775	\$ 91,795					
\$ 100,239	\$ (252,102)	\$ 118,621	\$ 64,935	\$ 90,426	\$ (26,617)	\$ (91,795)					
\$ 1,199,000	\$ 1,199,000	\$ 1,199,000	\$ 1,199,000	\$ 1,199,000	\$ 1,199,000	\$ 1,199,000	\$ 1,199,000	\$ 1,199,000	\$ 1,199,000	\$ 1,199,000	\$ 1,199,000
\$ 1,299,905	\$ 801,788	\$ 610,209	\$ 470,144	\$ 314,570	\$ 91,795	\$ 0					
\$ 2,505,467	\$ 2,007,325	\$ 1,815,538	\$ 1,675,393	\$ 1,519,761	\$ 1,296,921	\$ 1,205,033	\$ 1,204,995	\$ 1,204,995	\$ 1,204,995	\$ 1,204,995	\$ 1,204,995
\$ 394,533	\$ 892,675	\$ 1,084,462	\$ 1,224,607	\$ 1,380,239	\$ 1,603,079	\$ 1,694,967	\$ 1,695,005	\$ 1,695,005	\$ 1,695,005	\$ 1,695,005	\$ 1,695,005
\$ 5,995	\$ 5,995	\$ 5,995	\$ 5,995	\$ 5,995	\$ 5,995	\$ 5,995	\$ 5,995	\$ 5,995	\$ 5,995	\$ 5,995	\$ 5,995
\$ 567	\$ 542	\$ 334	\$ 254	\$ 196	\$ 131	\$ 38	\$ 0	\$ -	\$ -	\$ -	\$ -
\$ 6.562	\$ 6.537	\$ 6.329	\$ 6.249	\$ 6.191	\$ 6.126	\$ 6.033	\$ 5.995	\$ 5.995	\$ 5.995	\$ 5.995	\$ 5.995

17 11/13		1	18	1	11/07	2	20	2	21	2	22	2	23
	11/13		11/20		11/27		12/4		12/11		12/18		12/25
\$	49,500	\$	51,563	\$	51,563	\$	51,563	\$	51,563	\$	53,625	\$	53,625
\$	5,000	\$	5,000	\$	5,000	\$	5,000	\$	5,000	\$	5,000	\$	5,000
\$	125,000	\$	125,000	\$	125,000	\$	125,000	\$	125,000	\$	125,000	\$	125,000
\$	63,000	\$	63,000	\$	95,250	\$	95,250	\$	95,250	\$	95,250	\$	95,250
\$	5,000	\$	5,000	\$	5,000	\$	5,000	\$	5,000	\$	5,000	\$	5,000
\$	11,126	\$	11,126	\$	11,126	\$	11,543	\$	11,543	\$	11,543	\$	11,543
						\$	61,500						
\$	125,000	\$	130,000	\$	145,000	\$	150,000	\$	150,000	\$	200,000	\$	200,000
\$	258,626	\$	260,689	\$	292,939	\$	354,855	\$	293,355	\$	295,418	\$	295,418
\$	2,968,165	\$	3,228,854	\$	3,521,793	\$	3,876,648	\$	4,170,003	\$	4,465,421	\$	4,760,839
\$	512,776	\$	618,973	\$	864,777	\$	994,531	\$	1,234,273	\$	1,403,854	\$	1,778,213
\$	257,960	\$	262,960	\$	310,876	\$	315,876	\$	317,939	\$	367,939	\$	368,355
\$	15,804	\$	16,594	\$	17,423	\$	18,295	\$	19,209	\$	20,170	\$	21,178
\$	-	\$	-	\$	61,500	\$	-	\$	-	\$	-	\$	61,500
\$	125,000	\$	125,000	\$	125,000	\$	125,000	\$	125,000	\$	125,000	\$	125,000
\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
\$	398,764	\$	404,554	\$	514,800	\$	459,171	\$	462,148	\$	513,109	\$	576,034
\$	911,540	\$	1,023,527	\$	1,379,577	\$	1,453,702	\$	1,696,421	\$	1,916,963	\$	2,354,246
\$	(161,000)			\$	(161,000)			\$	(161,000)			\$	(161,000)
ψ	(101,000)			φ \$	(80,951)			φ	(101,000)			\$	(101,000)
\$	(30,000)	Ф	(30,000)		(30,000)	Ф	(30,000)	Ф	(30,000)	Ф	(30,000)	•	(30,000)
φ	(30,000)	φ	(30,000)	φ	(30,000)	φ	(30,000)	φ	(30,000)	φ	(30,000)	φ	(30,000

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\$ \$ \$	(20,000) (20,000) (15,000)	\$ \$ \$	(20,000) (20,000) (15,000) (25,000)	\$	(20,000) (20,000) (15,000)	\$	(20,000) (20,000) (15,000) (25,000)	\$	(20,000) (20,000) (15,000)		(20,000) (20,000) (15,000) (25,000)	\$	(20,000) (20,000) (15,000)
				\$	(26,528)	\$	(26,680) (20,000)					\$	(26,680) (26,528)
•	(45.000)	\$	(25,000)					•	(45.000)	\$	(25,000)		
\$	(15,000)			•	(5.000)			\$	(15,000)			•	(5.000)
\$	(5,000)	•	(0.750)	\$	(5,000)	•	(0.750)	\$	(5,000)	•	(0.750)	\$	(5,000)
\$	(3,750)	Ъ	(3,750)	Ъ	(3,750)	\$ \$	(3,750) (30,000)	Ъ	(3,750)	Ъ	(3,750)	\$	(3,750)
\$	(6,000)			\$	(6,000)	\$	(5,000)	\$	(6,000)			\$	(6,000)
		\$	(20,000)										
\$	(10,417)			\$	(10,417)	\$	(24,000)	\$	(10,417)			\$	(10,417)
\$	(6,400)			\$	(6,400)			\$	(6,400)			\$	(6,400)
\$	(292,567)	\$	(158,750)	\$	(385,046)	\$	(219,430)	\$	(292,567)	\$	(138,750)	\$	(438,925)
\$	618,973	\$	864,777	\$	994,531	\$	1,234,273	\$	1,403,854	\$	1,778,213	\$	1,915,321
\$	4,840,106	\$	4,728,959	\$	4,569,895	\$	4,405,831	\$	4,144,454	\$	3,835,141	\$	3,463,910
\$	348,169	\$	351,031	\$	347,443	\$	331,472	\$	327,801	\$	323,718	\$	319,634
\$	1,890,565	\$	1,890,565	\$	1,890,565	\$	1,890,565	\$	1,890,565	\$	1,890,565	\$	1,890,565
\$	5,000,000	\$	5,000,000	\$	5,000,000	\$	5,000,000	\$	5,000,000	\$	5,000,000	\$	5,000,000

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\$12,697,813 \$12,835,332 \$12,802,434 \$12,862,141 \$12,766,675 \$12,827,636 \$12,589,431

\$ 1 199 000	\$ 1 199 000	\$ 1 199 000	\$ 1 199 000	\$ 1 199 000	\$ 1 199 000	\$ 1	199 000

\$ 1,204,995	\$ 1,204,995	\$ 1,204,995	\$ 1,204,995	\$ 1,204,995	\$ 1,204,995	\$ 1,204,995		
\$ 1,695,005	\$ 1,695,005	\$ 1,695,005	\$ 1,695,005	\$ 1,695,005	\$ 1,695,005	\$ 1,695,005	•	
\$ 5,995	\$ 5,995	\$ 5,995	\$ 5,995	\$ 5,995	\$ 5,995	\$ 5,995	\$	135,104
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	9,078
\$ 5.995	\$ 5.995	\$ 5.995	\$ 5.995	\$ 5.995	\$ 5.995	\$ 5.995		

EXHIBIT "C"

PARKER HUDSON DRAFT FOR DISCUSSION PURPOSES ONLY NOT AN OFFER TO ENTER INTO A CONTRACT July 26, 2023

AB LENDING SPV I LLC, A DELAWARE LIMITED LIABILITY COMPANY D/B/A MOUNTAIN RIDGE CAPITAL, as DIP Lender,

WORKSITE LABS, INC., as Debtor,

> ALEPH LAB, LLC, as Guarantor

SUMMARY OF TERMS AND CONDITIONS FOR DEBTOR-IN-POSSESSION FINANCING July /26/, 2023

WORKSITE LABS, INC., a Delaware corporation (the "Debtor"). **DEBTOR:**

ALEPH LAB, LLC, a Delaware limited liability company ("Aleph", or **GUARANTOR:**

the "Guarantor")

AB Lending SPV I LLC, a Delaware limited liability company d/b/a **DIP LENDER:**

Mountain Ridge Capital (the "DIP Lender")

AB Lending SPV I LLC, a Delaware limited liability company d/b/a **PRE-PETITION LENDER:**

> Mountain Ridge Capital, in its capacity as lender (the "Pre-Petition Lender") under that certain Credit and Security Agreement dated as of January 30, 2023 (as at any time amended, restated, supplemented or otherwise modified, the "Pre-Petition Credit Agreement") among the Debtor, as borrower, Aleph, as guarantor, and Pre-Petition Lender, as lender. All capitalized terms used in this Summary Of Proposed Terms and Conditions for Debtor-In-Possession Financing (this "Term Sheet"), unless otherwise defined, shall have the meaning ascribed to such terms

in the Pre-Petition Credit Agreement.

United States Bankruptcy Court for the Central District of California – **BANKRUPTCY COURT:**

Los Angeles Division or any other court having jurisdiction over the

Chapter 11 Case from time to time (the "Bankruptcy Court")

PETITION DATE: July 20, 2023

DIP FACILITY: A senior secured, superpriority (with respect to assets described under

> "Collateral" below) revolving credit facility for the benefit of the Debtor (the "DIP Facility") providing for loans ("DIP Loans") and other extensions of credit in an aggregate principal amount, at any time, of up to a maximum amount of (i) \$2,900,000 minus (ii) the principal amount

outstanding under the Pre-Petition Credit Agreement at such time (the difference between (i) and (ii), the "Credit Limit")

BORROWING AVAILABILITY:

The outstanding principal amount of DIP Loans on any date will be limited to the Credit Limit. Subject to the Credit Limit, DIP Loans may be advanced to the Debtor on a weekly basis solely as set forth under the Section entitled "Purpose" herein, in each case, (i) in an amount that does not exceed the corresponding amounts shown on the Budget, (ii) subject to the terms and conditions set forth herein, and (iii) to pay interest, fees, and expenses to the DIP Lender in accordance with this Term Sheet, whether or not such amounts are reflected in the Budget.

INTEREST:

The DIP Facility will initially bear interest at a rate equal twenty-five percent (25%) per annum. For the avoidance of doubt, all Obligations arising under or with respect to the Pre-Petition Credit Agreement shall continue to bear interest as set forth in the Pre-Petition Credit Agreement.

All interest will be due and payable monthly on the first day of each month and will be calculated on the basis of actual number of days elapsed in a year of 360 days. If an Event of Default exists at the election of DIP Lender, all Obligations will bear interest at the Default Rate.

FEES:

Debtor will pay DIP Lender a \$300,000 exit fee in immediately available funds, upon confirmation of an Acceptable Plan, or on such later date as DIP Lender may agree in its sole discretion.

PURPOSE:

Proceeds of DIP Loans may be used by Debtor in the Chapter 11 Case solely for (i) paying operating expenses of the type, and in an amount that does not exceed the applicable amounts, shown on the Budget (as defined below); (ii) paying fees and expenses of professional persons of the type, and in an amount that does not exceed the applicable amounts of such fees and expenses, shown on the Budget, and to the extent such professional fees and expenses are approved on an interim basis pursuant to any monthly compensation order and thereafter by final order of the Bankruptcy Court; provided, that, subject to the Credit Limit, DIP Loans may be advanced to fund fees of the Debtor identified in the Budget as "Legal" so long as (w) no Event of Default has occurred and is continuing at such time, (x) any such advance may not exceed the corresponding amount for "Legal" shown on the Budget, (y) any such advance shall be subject to the terms and conditions set forth herein (including with respect to availability for such advance), and (z) DIP Loans advanced for "Legal" purposes shall be deposited in an account specified by Debtor on each respective payment date therefor; (iii) paying to the Pre-Petition Lender under the Pre-Petition Credit Agreement interest at the default rate, fees and expense reimbursement, in each case to the extent approved by the Bankruptcy Court; and (iv) paying taxes with respect to any of the Collateral (as defined below), to the extent that the non-payment of such taxes would result in a Lien

having priority over the Liens of DIP Lender.

No proceeds of DIP Loans or any other amounts may be used for the payment of the fees and expenses of any person or entity incurred in (i) challenging any of the Liens or claims of the Pre-Petition Lender or of the DIP Lender (collectively, the "Lender Parties" and each, a "Lender Party"), or (ii) the initiation or prosecution of any claim or cause of action against any Lender Party or any of its officers, directors, consultants, agents, attorneys or employees (including formal discovery proceedings in anticipation thereof), regardless of whether such claim arises under any state, federal or foreign law (including the Bankruptcy Code).

CLOSING DATE:

The date on or after the entry of the Interim Financing Order (as defined below) on which the conditions precedent set forth in the DIP Loan Documents (as defined below) are satisfied (the "Closing Date"), which shall be no later than ten (10) days following the Petition Date.

MATURITY AND REPAYMENT:

The maturity date (the "Maturity Date") of the DIP Facility will be (and all of the DIP Obligations (as defined below) will be repaid by the Debtor in full, in cash) on the earliest of (i) the stated maturity, which will be July [26], 2024, (ii) the date of termination of the DIP Facility or commitment thereunder, (iii) the effective date of a confirmed plan of reorganization or liquidation for the Debtor (a "Plan"), (iv) the date that is forty-five (45) days after the entry of the Interim Financing Order if the Final Financing Order (as defined below) has not been entered by such date, and (v) the acceleration of the loans under the DIP Facility or termination of the commitments under the DIP Facility, including, without limitation, as a result of the occurrence of an Event of Default (as defined below).

The Debtor will be liable for repayment of all of the DIP Loans and all other liabilities and obligations at any time or times outstanding under the DIP Facility (collectively, the "<u>DIP Obligations</u>"). All payments in respect of the DIP Obligations will be made without defense, setoff or counterclaim and free and clear of any taxes (other than applicable franchise taxes and taxes on the DIP Lender's overall net income), whatsoever, subject to customary qualifications.

Any confirmation order entered in the Chapter 11 Case will not discharge or otherwise affect in any way any of the obligations of the Debtor to pay as and when due any of the DIP Obligations.

COLLATERAL:

All DIP Obligations will be secured by duly perfected Liens (the "<u>DIP Liens</u>") in favor of DIP Lender upon all assets of the Debtor, whether real or personal, tangible or intangible, now existing or hereafter created, acquired or arising (including items created, acquired or arising after the Petition Date), which assets shall include, but not be limited to, all real estate, inventory, equipment, deposit accounts, investment property, documents, accounts, chattel paper, general intangibles, instruments, business interruption insurance, and proceeds of all of the foregoing

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(collectively, the "Collateral").

The DIP Obligations will be entitled to administrative priority under Sections 364(c)(i) and 503(b) of the Bankruptcy Code. The DIP Liens will be first priority Liens subject only to the "Permitted Priority Liens," which shall mean and include only those Liens in existence on the Petition Date that are permitted Liens under the Pre-Petition Credit Agreement and that are legal, valid, enforceable, and not avoidable or subject to equitable subordination or contractual subordination pursuant to any agreement with Pre-Petition Lender.

RESERVE:

The Financing Orders (as defined below) will provide for the payment of professional fees and expenses of Debtor's retained professionals of the type, and in an amount that does not exceed the applicable amounts of such fees and expenses, shown on the Budget, and U.S. Trustee fees.

ADEQUATE PROTECTION:

As adequate protection for any diminution in the value of their interests in any Collateral and as part of the Financing Orders:

- Pre-Petition Lender would be granted, effective and perfected as of the entry of the Interim Financing Order and without the necessity of the execution of any mortgage, security agreements, financing statements or other documentation, a replacement Lien upon all of the Collateral, in each case subject and subordinate to the Liens of the DIP Lender.
- (b) The Debtor would be required to remit to Pre-Petition Lender, for application to the unpaid principal balance of indebtedness and other obligations outstanding under the Pre-Petition Credit Agreement (the "Pre-Petition Obligations"), all proceeds of and collections with respect to Receivables Collateral in existence on the Petition Date. "Receivables Collateral" shall include all accounts and other rights to payment arising from services rendered.

SUBORDINATION:

All existing Subordination Agreements shall remain in full force and effect.

BUDGET:

The "Budget" means, in the case of the initial Budget (delivered as a condition to the closing and initial funding of the DIP Facility), a statement of sources and uses of Debtor's funding for the next 13 weeks, broken down by week, including the anticipated uses of the DIP Facility for such period (a "13-Week Projection"), and thereafter at such times as DIP Lender may request in its sole discretion, an updated and extended 13-Week Projection, in each case in form and substance satisfactory to DIP Lender. The Budget shall include, without limitation, line items for the "Total LOC Plus Interest", "AR", "Total Receipts", "Cash Expenditures/Cash Need", and "Income Total".

Debtor will provide DIP Lender with a Budget Variance Report/Reconciliation (each, a "Variance Report"), together with all raw data supporting the information set forth in such report, in each case in form and substance satisfactory to DIP Lender, at the beginning of each calendar week (to be provided to the DIP Lender by not later than 11:00 a.m. (Eastern) on the first Business Day of each calendar week (each, a "<u>Due Date</u>")), commencing with the second full week following the Petition Date, which Variance Report shall (i) "Total LOC Plus Interest", "AR", "Total Receipts", "Cash Expenditures/Cash Need", and "Income Total" for the immediately preceding week, noting therein all variances, on a line-item basis, from amounts set forth for such period in the Budget, and include explanations for all material variances, and (ii) be certified by the chief financial officer of the Debtor.

As set forth in a Variance Report, none of (a) the actual "AR" may vary from the Budget by more than ten percent (10%), (b) the actual "Total Receipts" may vary from the Budget by more than ten percent (10%), (c) the actual "Cash Expenditures/Cash Need" may vary from the Budget by more than ten percent (10%), and (d) the actual "Income Total" may vary from the Budget by more than ten percent (10%), in each case, tested on a trailing two (2) week cumulative basis.

Also as set forth in a Variance Report, the quotient of (i) "Total LOC Plus Interest" <u>divided by</u> (ii) "AR" may not vary from the Budget by more than fifty-five percent (55%) at any time.

COLLATERAL REPORTING:

The Debtor will provide DIP Lender with a Collateral report (each, a "Collateral Report"), together with all raw data supporting the information set forth in such report (including, without limitation, data generated on the "NextGen" platform), in each case in form and substance satisfactory to DIP Lender, on each Due Date, commencing with the second full week following the Petition Date, which Collateral Report shall set forth (i) Accounts of the Debtor expected to be collectible (collectively, the "Collectible Accounts"), (ii) Accounts of the Debtor deemed "appealable" (which shall include, without limitation, Accounts that were timely billed or invoiced to the applicable Third Party Payor, initially rejected by the applicable Third Party Payor, and which initial rejection may, as of the applicable Due Date, be timely appealed by or on behalf of the Debtor) (collectively, the "Appealable Accounts"), (iii) Accounts of the Debtor deemed "nonappealable" (which shall include, without limitation, Accounts that were timely billed or invoiced to the applicable Third Party Payor, rejected by the applicable Third Party Payor, and which rejection was not timely appealed by or on behalf of the Debtor) (collectively, the "Nonappealable Accounts"), and (iv) Accounts of the Debtor deemed "uncollectible" (which shall include, without limitation, Accounts that arise from services performed more than 365 days prior to the applicable Due Date) (collectively, the "Uncollectible Accounts"), in each case, including all newly generated and all newly invoiced Accounts and subject to additional criteria as may be provided (and thereafter adjusted) by the DIP Lender from time to time.

As set forth in the Collateral Report, (i) the aggregate amount of Nonappealable Accounts may not at any time exceed fifty-four percent

(54.0%) of all Accounts (excluding Uncollectible Accounts), (ii) the sum of all Collectible Accounts and Appealable Accounts with sixty (60) or fewer days remaining to appeal the initial rejection thereof may not at any time exceed seven percent (7.0%) of all Accounts (excluding Uncollectible Accounts), and (iii) the sum of all Collectible Accounts and Appealable Accounts with thirty (30) or fewer days remaining to appeal the initial rejection thereof may not at any time exceed three and one half of one percent (3.5%) of all Accounts (excluding Uncollectible Accounts).

Debtor will provide DIP Lender with a Collateral Variance Report/Reconciliation (each, a "Collateral Variance Report"), together with all raw data supporting the information set forth in such report, in each case in form and substance satisfactory to DIP Lender, on each Due Date, commencing with the second full week following the Petition Date, which Collateral Variance Report shall (i) show actual Accounts billed or invoiced during the immediately preceding week, noting therein all variances, on a line-item basis, from amounts set forth for such period in the Budget, and include explanations for all material variances, and (ii) be certified by the chief financial officer of the Debtor.

As set forth in a Collateral Variance Report, the actual Accounts billed or invoiced may not vary from the Budget by more than five percent (5%) from projected Accounts billed or invoiced.

In addition to, and without in any way limiting the rights of the DIP Lender under any of the Loan Documents or DIP Loan Documents, as applicable, the Debtor shall agree to host telephonic or virtual meetings between representatives of the Debtor and representatives of the DIP Lender, which meetings shall be on such dates and at such times as the DIP Lender may request in its sole discretion.

All collections shall be remitted daily to the DIP Lender for application to outstanding DIP Loans or, as applicable, to the unpaid principal balance of the Pre-Petition Obligations as and to the extent required in the "Adequate Protection" section above.

By not later than August 11, 2023, the Debtor shall have (a) filed its federal tax return for the fiscal year ended December 31, 2022 (the "2022 Return"), together with all other reports required by law to be filed in connection therewith, and (b) furnished DIP Lender with a true, correct and complete copy of the 2022 Return and each such other report.

MEETINGS:

CASH DOMINION:

2022 TAX RETURN:

DOCUMENTATION; BASIC TERMS:

Prior to the Final Financing Order, in the discretion of the DIP Lender, Debtor and Guarantor will execute a definitive loan agreement and other loan documents (collectively with this Term Sheet, the "<u>DIP Loan Documents</u>") to evidence the DIP Facility and the grant of DIP Liens upon the Collateral, all of which will be in form and substance customary for transactions of this type, but acceptable in all respects to DIP Lender.

EVENTS OF DEFAULT:

Events of Default would include, but not be limited to, breaches of financial, affirmative, and negative covenants in the DIP Loan Documents (including without limitation, the reporting and testing covenants set forth therein); the falsity or inaccuracy of any representations or warranties in the DIP Loan Documents; the appointment of a trustee or examiner with expanded powers or dismissal, or conversion to Chapter 7, of any of the Chapter 11 Case; confirmation of any Plan in any of the Chapter 11 Case, other than one providing for full payment, on the effective date, of all of the DIP Obligations and Pre-Petition Obligations (an "Acceptable Plan"); amendment (without DIP Lender's consent) or stay of either of the Financing Orders or reversal, modification, or vacation of either of the Financing Orders, whether on appeal or otherwise; the filing of any motion or other request with the Bankruptcy Court seeking authority to use any cash proceeds of any of the Collateral without DIP Lender's consent or Debtor's obtaining any financing under Section 364(d) of the Bankruptcy Code with respect to any of the Collateral; the challenge by the Debtor, Guarantor or any Committee of the validity, extent, perfection, or priority of any DIP Liens, or the Debtor or Guarantor or any of its Affiliates shall challenge the validity, extent, perfection or priority of any Liens granted under or in connection with the Pre-Petition Credit Agreement; any person holding a Lien upon any prepetition or post-petition assets of the Debtor or Guarantor is granted relief from the automatic stay if such assets constitute Collateral subject to the first priority Lien of Pre-Petition Lender or DIP Lender.

DEFAULT REMEDIES:

Upon or after the occurrence of an Event of Default, and subject to the giving of five (5) Business Day's written notice to counsel for the Debtor (the "Default Notice Period"), the automatic stay provisions of Section 362 of the Bankruptcy Code shall be automatically vacated and modified to the extent necessary to permit the DIP Lender to exercise all rights and remedies provided in the Financing Orders and the DIP Loan Documents, as applicable, all without further order of the Bankruptcy Court; provided, however that the DIP Lender shall not exercise remedies prior to the expiration of the Default Notice Period, other than to contest any assertion by any interested party that no Event of Default has occurred or is in existence and other than to cease funding DIP Loans or otherwise extending any credit to the Debtor under the DIP Facility.

CONDITIONS PRECEDENT:

The closing (and the initial funding) of the DIP Facility will be subject to satisfaction of usual and customary conditions precedent, as

determined by DIP Lender, including, without limitation, the following:

- Execution and delivery by all parties of the DIP Loan Documents;
- (ii) The Bankruptcy Court's entry of the Interim Financing Order, which is (unless otherwise consented to by DIP Lender) final and not subject to further appeal or review; and
- DIP Lender shall have reviewed and found acceptable Debtor's Budget and projections of sales, expenses, collections and borrowing availability.

CONDITIONS PRECEDENT TO **ALL BORROWINGS:**

Substantially consistent with those set forth in the Pre-Petition Credit Agreement, including:

- (i) all representations and warranties are true, correct, and complete as of the date of each borrowing except to the extent that such representations and warranties refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date;
- (ii) no Event of Default (or incipient default) has occurred and is continuing or would result from such borrowing (other than the Events of Default occurring, continuing, or arising under Pre-Petition Credit Agreement prior to the Petition Date);
- (iii) after giving effect to the requested DIP Loans, the principal amount outstanding under the DIP Facility and the principal amount outstanding under the Pre-Petition Credit Agreement will not exceed the Credit Limit;
- (iv) the Final Financing Order is entered and becomes final and not subject to further review or appeal not later than forty-five (45) days after entry of the Interim Financing Order; and
- (v) for each calendar week, the requested DIP Loans shall only be funded (A) on Tuesday of such calendar week, and (B) in an amount (x) not to exceed such week's projected fundings (as set forth in the thenapplicable Budget) and (y) satisfactory to the DIP Lender in all respects.

FINANCING ORDERS:

A condition precedent to the obligation of the DIP Lender to extend credit under the DIP Facility is the entry of an interim financing order by the Bankruptcy Court ("Interim Financing Order"), following proper notice and hearing thereon, which is in all respects satisfactory to the DIP Lender.

The final financing order (the "Final Financing Order"; and, together with the Interim Financing Order, the "Financing Orders") must (i) be entered, in form and substance satisfactory to the DIP Lender, not later than forty-five (45) days after the entry of the Interim Financing Order, (ii) contain provisions substantially the same as those contained in the

Interim Financing Order, and (iii) proscribe any surcharge of any prepetition or post-petition Liens of any Lender Party or Collateral pursuant to Section 506(c) of the Bankruptcy Code or otherwise.

EXPENSES:

The Debtor will pay all reasonable and documented costs and expenses associated with the preparation, due diligence (including the cost of field examinations and appraisals to the extent required pursuant to this Term Sheet), administration, syndication and closing of all loan documentation, including, without limitation, DIP Lender's then customary charge for field examinations and the preparation of reports thereof to the extent required pursuant to this Term Sheet, and the legal fees and expenses of counsel to the DIP Lender. The Debtor also will pay the expenses of the DIP Lender in connection with the enforcement of any DIP Loan Documents.

INDEMNIFICATION:

Debtor will indemnify and hold harmless the DIP Lender and each of its Affiliates and its and its Affiliates' respective officers, directors, attorneys, representatives, employees, advisors, and agents (each an "Indemnified Person") from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, Expenses, and disbursements of any kind or nature whatsoever (including attorneys' fees and disbursements of counsel) that may be imposed on, incurred by, or asserted against the DIP Lender in any litigation, proceeding, or investigation with respect to any aspect of, or any transaction contemplated by, or referred to in, or any matter related to, the DIP Facility, the Debtor's use of DIP Loan proceeds or the Revolving Commitment, including, but not limited to, reasonable attorneys' fees and settlement costs; provided that no Indemnified Person will be indemnified for any loss, claim, damage, liability, cost or expense to the extent that a court of competent jurisdiction finally determines to have resulted from the gross negligence or willful misconduct of such Indemnified Person. This indemnification shall survive and continue for the benefit of all such Indemnified Persons.

RELEASE:

Upon entry of the Final Financing Order, the Debtor and Guarantor will provide the DIP Lender and the Pre-Petition Lender a general release.

GUARANTY:

Guarantor hereby unconditionally and irrevocably guarantees the prompt and complete payment of all Obligations to DIP Lender under, and performance by the Debtor of its obligations under, the DIP Facility.

GOVERNING LAW: State of New York

COUNSEL TO DIP LENDER: Parker, Hudson, Rainer & Dobbs LLP

OTHER: Each of the parties shall waive its right to a trial by jury and submit to

jurisdiction of the Bankruptcy Court.

[Remainder of page intentionally blank; signature pages follow.]

If the Debtor is in agreement with the foregoing, please sign this term sheet and return it to DIP Lender by no later than the close of business on July 26, 2023. This Term Sheet shall terminate if not so accepted by you prior to that time.

DIP LENDER:

	NDING SPV I LLC, vare limited liability company d/b/a Mountain Capital
By:	
Name:	Greg Gentry
Title:	Managing Director

[Signatures continued on following page.]

WORKSITE LABS, INC., a Delaware corporation, as the Debtor	
By:	
Name: Gary Frazier Title: Chief Executive Officer	
ALEPH LAB, LLC, a Delaware limited liacompany, as a Guarantor	ıbility
By: Worksite Labs, Inc, its Sole Member	
Bv:	

Name: Gary Frazier

Title: Chief Executive Officer

[Signatures continued on following page.]

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Acknowledged and agreed:
PLEDGORS:
GARY FRAZIER
CRAIG BEAM

EXHIBIT "D"

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1 2 3 4 5 6 7 8	DAVID B. GOLUBCHIK (SBN 185520) ANTHONY A. FRIEDMAN (SBN 201955) JOHN-PATRICK M. FRITZ (SBN 245240) LEVENE, NEALE, BENDER, YOO & GOLUBC 2818 La Cienega Avenue Los Angeles, CA 90034 Telephone: (310) 229-1234 Fax: (310) 229-1244 Email: DBG@LNBYG.COM, AAF@LNBYG.COM, JPF@ Proposed Attorneys for Chapter 11 Debtor and De UNITED STATES BAN CENTRAL DISTRICT LOS ANGELE	ULNBYG.COM Short in Possession SKRUPTCY COURT TOF CALIFORNIA
10	In re:) Case No.: 2:23-bk-14539-VZ
11 12	WORKSITE LABS, INC.,	Chapter 11 Case
13	Debtor and Debtor in Possession,	Subchapter V
14) INTERIM ORDER:
15) (I) AUTHORIZING DEBTOR TO) (A) OBTAIN POSTPETITION
16		FINANCING PURSUANT TO 11
17		U.S.C. § 364 AND (B) UTILIZE CASH COLLATERAL OF
18		PREPETITION SECURED ENTITIES PURSUANT TO 11
19) U.S.C. § 363;) (II) SCHEDULING A FINAL
20		HEARING; AND (III)GRANTING RELATED RELIEF;
21)
22) <u>Hearing:</u>) DATE: July 26, 2023
23		TIME: 11:00 a.m.
24		PLACE: Courtroom 1668 255 East Temple Street
25		Los Angeles, CA 90012
26		
27		ý.
28		

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On July 26, 2023, at 11:00 a.m., the Honorable Vincent P. Zurzolo, United States Bankruptcy Court for the Central District of California (the "Court") held an interim hearing (the "Interim Hearing") on an emergency basis to consider that certain "Debtor's Emergency Motion for an Order Authorizing Debtor to (A) Obtain Postpetition financing Pursuant to 11 U.S.C. § 364 and (B) Utilize Cash Collateral of Prepetition Secured Entities Pursuant to 11 U.S.C. § 363; (II) Scheduling a Final Hearing; and (III) Granting Related Relief" (the "Motion") [ECF ___] filed by Worksite Labs, Inc., a Delaware corporation (the "Debtor"), the debtor and debtor in possession in the above-referenced Chapter 11 bankruptcy case (the "Case"). Appearances were made as set forth on the record of the Court at the Interim Hearing.

The Court, having read an considered the Motion, Omnibus Statement of Facts, the Omnibus Declaration of Gary Frazier (the "<u>Declaration</u>") filed separately and concurrently in support of the Motion, the budget (the "<u>Budget</u>") attached as **Exhibit "B"** to the Declaration, the term sheet (the "<u>Term Sheet</u>") attached as **Exhibit "C"** to the Declaration, which Term Sheet sets forth the terms of the proposed post-petition financing (the "<u>DIP Loan</u>") between the Debtor and _____ (the "<u>Lender</u>"), and all pleadings filed in support of the Motion, the record in the Case, the docket in the Case, and for good cause appearing, therefor,

HEREBY FINDS AS FOLLOWS:

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- A. The Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C.§§ 157(b)(1) and 1334(a) and that this Court may enter a final order consistent with Article III of the United States Constitution. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this District and in the Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409.
- B. The statutory bases for the relief requested in the Motion are (i) sections 361, 363(b), (c), and (e), and 364(d) and (e) of title 11 of the United States Code (the "Bankruptcy Code"); (ii) Rules 2002(a)(2), 4001(b) and (c), and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"); and (iii) Rules 2081-1(a)(9), 4001-2, 9013-1, 9075-1 of the Bankruptcy Local Rules for the Central District of California (the "Local Bankruptcy Rules")
- C. The Notice of the Motion and Hearing and the relief sought in the Motion, and the time fixed for filing objections to the Motion was good and proper and adequate under applicable

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- rules and the circumstances of the Case, and no further notice is necessary or appropriate prior to entry of this Interim Order granting the Motion. A reasonable opportunity to object and be heard regarding the relief provided herein has been afforded to all parties-in-interest.
- D. Approval of the interim relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtor and its estate pending a final hearing, and approval of the interim relief is fair and reasonable and in the best interests of the Debtor, its estate, and all parties-in-interest, and is essential for the continued operation of the Debtor's business and the preservation of the value of the Debtor's assets.
- E. Entering into the post-petition financing is a sound and prudent exercise of the Debtor's business judgment.
- F. The Lender is extended the DIP Loan in good faith and is entitled to the protections of 11 U.S.C. § 364(e).
- G. There is good cause to grant the Motion on an interim basis pending a final hearing; and

HEREBY ORDERS AS FOLLOWS:

- The Motion is granted as set forth in this Interim Order on an interim basis 1. pending a final hearing.
- 2. Any objections, reservations of rights, or other statements with respect to entry of this Interim Order, to the extent not withdrawn or resolved, are overruled on the merits.
 - 3. This Interim Order shall become effective immediately upon its entry.
- 4. The proposed financing pursuant to the Term Sheet is hereby approved in its entirety.
- 5. The interim amount of financing, in the amount of \$_____, may be advanced by the Lender to the Debtor at this time.
- 6. Pursuant to 11 U.S.C. §§ 364(c) and (d), the obligations pursuant to the DIP Loan, including, without limitation, principal, accrued interest, and all other obligations and amounts due from time to time is hereby immediately secured (without any further filings) by valid, binding, continuing, enforceable, fully perfected, and unavoidable first priority security interests

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and liens (the "DIP Liens") in and on all prepetition and postpetition property and assets of the Debtor (the "Collateral"), provided, however, that the DIP Liens shall not extend or attach to, and the Collateral shall not include, (a) causes of action under Chapter 5 of the Bankruptcy Code, including without limitation Sections 502(d), 544, 545, 547, 548, 549 and 550, any other avoidance actions under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, nonbankruptcy law, and the proceeds thereof, whether real or personal, tangible or intangible, and wherever located, and whether now existing or hereafter acquired, including proceeds, products, offspring, rents and profits thereof; and (b) assets subject to equipment leases and executory contracts which assets are not owned by the Debtor.

- 7. The Lender is entitled to the protections of a good faith lender pursuant to 11 U.S.C. § 364(e).
- 8. The Debtor is authorized to use cash collateral (as defined under 11 U.S.C. § 363) in accordance with the Budget, as may be amended from time to time, with the consent of the Lender.
- 9. As adequate protection for the use of cash collateral, all secured creditors shall receive replacement liens on post-petition assets with the same validity, extent and priority as they were entitled to immediately prior to the bankruptcy filing, subject to the DIP Loan provisions of this Order.
- 10. A final hearing (the "Final Hearing") on the Motion shall be held on ______, 2023, at __:__._m.
 - 11. The deadline to file a written opposition to the Motion shall be ______, 2023.
- 12. The deadline for the Debtor to file a written reply to opposition (if any) to the Motion shall be ______, 2023.

SO ORDERED.

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1	 Respectfully submitte	d			
2	Dated: July, 2023		WORK	SITE LABS, INC.	
3					
4				/s/ David B. Golubchik DAVID B. GOLUBCHIK	
5				ANTHONY A. FRIEDMAN	
6				JOHN-PATRICK M. FRITZ LEVENE, NEALE, BENDER,	YOO
7				& GOLUBCHIK L.L.P. Proposed Attorneys for Debtor	and
8				Debtor in Possession	
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controlling General Ord hyperlink to the docum	ders and LBR, the fore ent. On July 26, 2023 and determined that th	OTICE OF ELECTRONIC going document will be so , I checked the CM/ECF of the following persons are of sses stated below:	erved by docket fo	the court via NEI r this bankruptcy	F and case or
smjohnson@s • Kelly L Morriso	Jones (TR) gjones@ ycr.com;C191@ecfcbi on kelly.l.morrison@	s.com;cpesis@stradlingla			
entities at the last know and correct copy there addressed as follows. completed no later that	vn addresses in this ba of in a sealed envelope Listing the judge here	n July 26, 2023, I served to ankruptcy case or adversa e in the United States ma constitutes a declaration to ocument is filed.	ary proce il, first cla	eding by placing ass, postage prep	a true paid, and
The Honorable Vincent United States Bankrup Edward R. Roybal Fed 255 E. Temple Street, Los Angeles, CA 9001	tcy Court eral Building Suite 1360 / Courtroor	n 1368			
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EMAIL (state method f on July 26, 2023, I ser service, or (for those w email as follows. Listin	or each person or entived the following person ho consented in writing the judge here cons	VERNIGHT MAIL, FACSI ty served): Pursuant to F ons and/or entities by per g to such service method titutes a declaration that p han 24 hours after the do	R.Civ.P. sonal de), by facs personal	. 5 and/or control livery, overnight r simile transmissio delivery on, or ov	ling LBR mail on and/oi
Chambers VZurzolo@	cacb.uscourts.gov	hwinsberg@phrd.com		mweiss@phrd.c	<u>com</u>
bharvey@buchalter.co	<u>m</u>	lgarner@phrd.com		sgubner@bg.lav	<u>N</u>
I declare under penalty true and correct.	of perjury under the la	☐ Service informations aws of the United States of		ontinued on attac	, ,
July 26, 2023	J. Klassi	_/s/.	I. Klassi		
Date	Type Name	Sigi	nature		
This form is mandatory. It I	nas been approved for use b	by the United States Bankruptcy	Court for t	the Central District of	California

Worksite Labs, Inc. 20 Largest Creditors

McKesson Medical Surgical 9954 Maryland Dr Ste 4000

Henrico, VA 23233

Lumira DX 221 Crescent St Watham, MA 02453

Randstad Healthcare 3625 Cumberland Blvd Suite 300 Atlanta. GA 30339

SalesCatcher LLC 2133 W Chapman Ave Suite L Orange CA 92868

Labcorp PO Box 12140 Burlington, NC 27216

Beam & Associates 787 N Lincoln St Orange CA 92867

Greenberg Traurig 401 E Las Olas Blvd, Ste 2000 Ft Lauder dale, FL 33301

First Republic Bank C/O Agent For Service, Becky Degeorge 2710 Gateway Oaks Drive Sacramento, Ca 95833

LendSpark Corporation 2554 Gateway Road Carlsbad, Ca 92009 Orchard Software 701 Congressional Blvd Ste 360

Carmel, IN 46032

Siemens Healthcare Diagnostics 221 Gregson Dr

Cary, NC 27511

BairesDev 800 W. El Camino Real, Suite 180 Mountain View, CA 94040

Abbott Laboratories Inc PO Box 92679 Chicago, IL 60675-2679

Dotted Line Collaborations 8000 Franklin Fanns Dr Ste 100 Henrico VA 23229

Life Technologies Corporation 12088 Collections Center Drive Chicago, IL 60693

Reliance Law Group 10000 Washington Blvd, Flr 6 Culver City, CA 90232

Bank Of Hawaii 130 Merchant Street Honolulu, Hi 96813 Rapid Acceleration Partners, Inc. 2251 Longview Rd Irving, TX 75063

Medical Practice Partner LLC PO Box 2877 Riverview, FL 33568-2877

American Express P.O. Box 981535 El Paso, TX 75265-0448

Rebulld California Alliance 7722 Avalon Blvd Los Angeles, CA 90003

Hanna Construction 1203 W Shelly Ct Orange, CA 92868-1240

Strategic Medical Properties, Inc 1810 S El Camino Real, Ste C San Clemente, CA 92672

First Republic Bank 111 PINE STREET SAN FRANCISCO, CA 94111

Bank Of Hawaii C/O Agent For Service, Jackson Yang 720 14th St Sacramento, Ca 95814